

Website Terms of Use

Last updated on January 4, 2024

Acceptance of these Terms

These Website Terms of Use, together with any documents they expressly incorporate by reference (collectively, these “**Terms**”), including the Privacy Policy, found at <https://build.org/privacy-policy/> (collectively, the “**Privacy Policy**”), are entered into by and between you and Businesses United in Investing, Lending and Development (“**BUILD**,” “**we**” or “**us**”). These Terms govern your access to and use of the website, accessible from build.org, builduniversity.org, or any other subdomains of any of the foregoing websites (including designchallenge.build.org and fam-biz.build.org, collectively, the “**Website**”), whether as a guest or a registered user. As used herein, “**Service**” refers to the Website, together with all services (including the FamBiz game) offered by BUILD on or through the Website.

Please read these Terms carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms, including our Privacy Policy, incorporated herein by reference. **IF YOU DO NOT WANT TO AGREE TO THESE TERMS (INCLUDING THE PRIVACY POLICY), YOU MUST NOT ACCESS OR USE THE WEBSITE.**

The Website is offered and available to guests and registered users. By using the Website, you represent and warrant that you meet the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to these Terms

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them. The date of the last update of these Terms is set forth above.

Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend the Website, including any Service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website to certain users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website.

To access the Website or certain of the resources it offers, we may ask you to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide us via the Website is correct, current, and complete. You agree that all information you provide to register with the Website or otherwise, including through the use of

any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

Intellectual Property Rights

The Website, including its entire contents, features, and functionality (including all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), is owned by BUILD, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution, unless further reproduction, publication or distribution is expressly permitted by the applicable pages.
- If we provide social media features with certain content, you may take such actions as are enabled by such features, in accordance with the terms of use of such social media services.

You must not:

- Modify copies of any materials from the Website.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website.

You must not access or use for any commercial purposes any part of the Website or any Service or materials available through the Website.

If you upload any materials that you create to the Website, you grant to BUILD and persons acting on its behalf a perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable (through multiple tiers) license to use and otherwise exploit such materials for BUILD's business purposes, including in the advertising and promotion of BUILD and its Service.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by BUILD. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Trademarks

The BUILD name, the BUILD logo and all related names, logos, product and Service names, designs, and slogans are trademarks of BUILD or its licensors. You must not use such marks without the prior written permission of BUILD. All other names, logos, product and Service names, designs, and slogans on the Website are the trademarks of their respective owners or their licensees.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website or any portion or element thereof:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To impersonate or attempt to impersonate BUILD, a BUILD employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm BUILD or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other person's use of the Website, including their ability to engage in real time activities through the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent, unless otherwise indicated on a specific page of the Website.
- Use any device, software, or routine that interferes with, or take any steps intended to interfere with, the proper working of the Website, including attacking the Website via a denial of service attack or a distributed denial of service attack.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Otherwise attempt to interfere with the proper working of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including any violation of these Terms.

Without limiting the foregoing, we have the right to take any action consistent with our Privacy Policy, including to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone accessing or otherwise using the Website. YOU WAIVE AND HOLD HARMLESS BUILD AND ITS LICENSEES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Information About You and Your Visits to the Website

All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Donations and Other Terms

All donations or other transactions through the Website or resulting from visits made by you to the Website are subject to these Terms and any other terms and conditions offered as part of the donation or other transactions.

Acceptance and Cancellation

You agree that your donation is provided under these Terms. After having received your donation made through the Website, we will send you a confirmation email with details of your donation. Acceptance of your donation will take place when you receive our donation confirmation email. You have the option to cancel your donation at any time before we have sent you a confirmation email by calling us at 650.688.5840 or emailing us at info@build.org.

Prices and Payment Terms

Terms of payment are within our sole discretion and payment must be received by us before our acceptance of a donation. We or our partners accept all major credit cards, including Mastercard Visa, American Express and Discover for donations. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the donation, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you, including all applicable taxes, if any.

Returns and Refunds

We have no obligation to provide any refunds, returns or exchanges. In our sole discretion, we may grant refunds, returns or exchanges on a case-by-case basis.

Linking to the Website and Social Media Features

You may link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website.
- Send emails or other communications with certain content, or links to certain content, on the Website.
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us solely with respect to the content they are displayed with. Subject to the foregoing, you must not otherwise:

- Establish a link to the Website from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other website, for example, by framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage, except as otherwise agreed to in writing by BUILD.

- Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice in our discretion.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other websites and resources provided by third parties, these links are provided for your convenience only. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the state of California in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that content or files available for downloading from the internet or the Website will be free of viruses or other harmful code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICE OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICE OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICE OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PROVIDED BY LAW, BUILD HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. NEITHER BUILD

NOR ANY PERSON ASSOCIATED WITH BUILD MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER BUILD NOR ANYONE ASSOCIATED WITH BUILD REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICE OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICE OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL BUILD, ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, ADVISORS, LICENSORS, SUPPLIERS, SUCCESSORS, OR ASSIGNS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN NO EVENT SHALL THE TOTAL LIABILITY OF BUILD, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (OTHER THAN SERVICE PROVIDERS THAT SHIP GOODS), AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, ADVISORS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS, TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE) EXCEED FIFTY U.S. DOLLARS (\$50.00 USD).

Indemnification

You agree to defend, indemnify, and hold harmless BUILD, its licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, representatives, advisors, licensors, suppliers, successors, and assigns from and against any third-party claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including attorneys’

fees) arising out of or relating to your violation of these Terms or your use of the Website, including any use of the Website content, Service, and products other than as expressly authorized in these Terms or your use of any information obtained from the Website.

Governing Law

These Terms shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would apply the laws of another jurisdiction.

Dispute Resolution

Any dispute, controversy or claim arising out of or relating to the use of the Website or these Terms, including with respect to their validity, binding effect, interpretation, or the performance, breach or termination thereof (each a “**Dispute**”), shall be resolved by final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect at the time (the “**Rules**”), except as modified herein. The Rule’s Expedited Procedures shall not apply.

There shall be a single arbitrator, who shall be jointly appointed by claimant and respondent within thirty (30) calendar days of receipt by respondent of a copy of the notice of arbitration. If claimant and respondent fail to appoint an arbitrator within the time period specified herein, such arbitrator shall be appointed in accordance with the Rules.

The seat of the arbitration shall be San Francisco, California.

The language of the arbitration shall be English.

By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of arbitration. In any such action, each of the parties irrevocably and unconditionally (i) consents and submits to the exclusive jurisdiction and venue of the Courts of the State of California and the Federal Courts of the United States of America located within the County of San Francisco (the “**San Francisco Courts**”); and (ii) waives, to the fullest extent it may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any San Francisco Court.

Without prejudice to such provisional remedies as may be available under the jurisdiction of any court, the arbitrator shall have full authority to grant provisional remedies and to direct the parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any party to respect the arbitrator’s orders to that effect.

The award rendered by the arbitrator shall be in writing and shall briefly state the findings of fact and conclusions of law on which it is based, and shall be admissible in any judicial proceeding to confirm, correct or vacate the award. The award of the arbitrator shall be final and binding upon

the parties. Judgment on the award may be entered and the award may be enforced in any court of competent jurisdiction.

YOU AND BUILD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and BUILD agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

Waiver and Severability

No waiver by BUILD of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of BUILD to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

Changes to the Website and the Terms

We may update the content on the Website from time to time, but its content is not necessarily complete or up to date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Additionally, we may modify these Terms from time to time. Any such modification will be effective upon our posting the revised Terms to the Website. You agree to be bound by any changes to the Terms when you use the Website.

Entire Agreement

These Terms and our Privacy Policy constitute the sole and entire agreement between you and BUILD regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Interpretation

For purposes of these Terms, the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Nothing contained in these Terms shall be construed as creating any agency, partnership, or other form of joint enterprise between you and BUILD.

Your Comments and Concerns

The Website is operated by BUILD, which can be contacted at P.O. Box 3316 Redwood City, CA 94064

All feedback, comments, requests for support, and other communications relating to the Website should be directed to: info@build.org.