

Please read the following terms and conditions of use carefully before accessing the website. In using this website you are deemed to have read and agreed to the following terms and conditions. Do not use this site if you do not agree to the terms and conditions.

The following terminology applies to these Terms and Conditions and Privacy Policy and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. In addition, when the user of the service is provided access through a school and/or school district or other organizations (an "Entity"), the term "You" also includes this entity. "The Company", "Ourselves", "We" and "Us", refers to our Company, School Fab Lab "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of these Terms and Conditions in respect of provision of the Company's stated Services/Products ("The Service" hereunder), in accordance with and subject to applicable law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same. All such terms are hereby incorporated by reference into these Terms and Conditions.

Privacy

We are committed to protecting your privacy. Information collected from you and any individual you provide access to use the Service is subject to School Fab Lab's Privacy Policies. Please read School Fab Lab's Privacy Policy for more information on the collection and use of your information. We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

Access to the Service

Subject to your acceptance of and compliance with this Agreement, School Fab Lab grants to you a non-exclusive, non-transferable, revocable limited license to use the Service for your personal non-commercial, private or educative use. You agree not to use the Service for any commercial purposes, or to download, save, copy, transmit or distribute the content of the Service, including without limitation on any other website or networked computer environment, except as specifically allowed in this Agreement.

Use of the Service by Minors

Individuals under the age of 18 may not use the Service unless their Entity enters into an agreement with School Fab Lab that allows such individuals to use the Service. In the event that you provide a minor with access to use the Service, you hereby agree to this Agreement on behalf of yourself and such minor, and you understand and agree that you will be responsible for all uses of the Service by the minor you provide access to use the Service whether or not such uses were authorized by you.

Representations of School Districts and Schools.

If you are an Entity providing a student with access to use the Service, you hereby represent and warrant that you are authorized by such student's parents or guardians to agree to the terms of this Agreement and the Privacy Policies and that you have obtained all parental consents and permissions in connection with the Service required by federal and local law (and all regulations and rules thereunder).

Intellectual Property Rights

Unless otherwise specified in writing, all materials that are part of the Service are owned, controlled, or licensed by School Fab Lab and its licensors and are protected by law from unauthorized use.

The entire contents of the Service (including without limitation all visual content, audio visual content, code, graphics, and text (including without limitation, exam and quiz questions) (the “Content”), and the arrangement, sequence, structure, and organization of the Service, are copyrighted under copyright laws and/or similar laws of other jurisdictions. In accordance with this agreement, you shall not copy, reproduce, distribute, modify, publish, distribute, sell, or otherwise exploit the Content without written permission from the Company and its respective owners.

The technology and software underlying the Service or distributed in connection therewith is the property of School Fab Lab, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. School Fab Lab and School Fab Lab logos may not be used without the express written permission of School Fab Lab.

Content Collaborators

Any content that has been developed in collaboration with educators (“Collaborator Content”) within the Software, Learning Wiki, or any other source of content developed by School Fab Lab belongs to School Fab Lab and may not be appropriated for personal or commercial use. By collaborating on, developing or creating any Content in conjunction with The Company you hereby grant School Fab Lab and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify and otherwise use your Collaborator Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

Warranty Disclaimer

The information on School Fab Lab’s website is provided on an “as is” basis. The Services, Content, Website and any Software of School Fab Lab and provided by any affiliates or any third party are provided without warranties of any kind, either express or implied, including, without limitation, direct loss, merchantability, fitness for a particular purpose, non-infringement or that use of The Services will be uninterrupted or error-free.

Limitation of Liability

Under no circumstances will the School Fab Lab parties be liable for any direct, indirect, incidental, special, exemplary, or consequential damages, personal injury/wrongful death, lost or anticipated profits, lost data, or business interruption, the use or misuse of The Content in any way whatsoever arising out of the use of, or inability to use, The Service, whether or not the School Fab Lab parties are advised of the possibility of such damages.

Third Party Material

The Service may provide links to third-party sites and resources across the Internet. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites. The Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Termination

School Fab Lab reserves the right to terminate The Services for any reason, including, without limitation, for lack of use or if School Fab Lab believes that you have violated or acted inconsistently

with the letter or spirit of these Terms of Service. The Company may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice.

General

The laws of the State of California govern these terms and conditions. By accessing this website and using Our Services you consent to these terms and conditions and to the exclusive jurisdiction of California courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. The section titles in these Terms and Conditions are for convenience and have no legal or contractual effect. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our Terms of Use, we will announce that these changes have been made on our home page and on other key pages on our site. Any changes to our privacy policy will be posted on our web site. You are therefore advised to re-read this statement on a regular basis.

Communication

We have several different e-mail addresses for different queries. These, and other contact information can be found on our Contact page on our website, via Company literature or via the Company's stated telephone, facsimile or mobile telephone numbers.

This company is registered in California.

School Fab Lab, INC

School Fab Lab Privacy Policy

This Privacy Policy governs the manner in which School Fab Lab INC collects, uses, maintains and discloses information collected from users (each, a "User") of the <http://www.SchoolFabLab.com> website ("Site"). This privacy policy applies to the Site and all products and services offered by School Fab Lab INC.

Personal identification information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, register on the site, log into the virtual laboratory, complete laboratory steps, subscribe to the newsletter, respond to a survey, fill out a form, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address, mailing address, and/or phone number. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service provider's utilized and other similar information.

Web browser cookies

Our Site may use "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

How we use collected information

School Fab Lab INC may collect and use Users personal information for the following purposes:

1. *To improve customer service*

Information you provide helps us respond to your customer service requests and support needs more efficiently.

2. *To personalize user experience*

We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.

3. *To improve our Site*

We may use feedback you provide to improve our products and services.

4. *To process payments*

We may use the information Users provide about themselves when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.

5. *To run a promotion, contest, survey or other Site feature*

To send Users information they agreed to receive about topics we think will be of interest to them.

6. *To send periodic emails*

We may use the email address to send User information and updates pertaining to

their order. It may also be used to respond to their inquiries, questions, and/or other requests. If User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or User may contact us via our Site.

7. *To conduct scientific research*

We may use the information to conduct scientific research that may lead to publications in scientific journals and conferences.

Your acceptance of these terms

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

Contact us

If you have any questions about the Terms and Conditions, the practices of the Site, or your dealings with this Site, please contact us at:

schoolfablab.com

Support@schoolfablab.com

or

School Fab Lab
2532 Santa Clara Avenue #140
Alameda, CA 94501