



TERMS OF USE

Last updated May 18, 2026

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and BootUp PD (“Company”, “we”, “us”, or “our”), concerning your access to and use of the bootuppd.org website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use with attribution to BootUp as the owner. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

OPEN CURRICULUM LICENSING

Unless otherwise indicated, BootUp curriculum materials are made available under the Creative Commons Attribution-NonCommercial 4.0 International (CC BY-NC 4.0) license. This license permits non-commercial use, reproduction, adaptation, and distribution of designated curriculum materials with appropriate attribution to BootUp PD, Inc. This licensing model is intended to expand equitable access to educational resources while preserving the integrity, attribution, and intended educational use of the curriculum. Nothing in this license grants permission to use BootUp trademarks, logos, branding elements, or proprietary platform components without prior written permission.

USER REPRESENTATIONS

By accessing or using the Site, you represent and warrant that:

- You are at least eighteen (18) years of age and are using the Site solely as an educator, school official, administrator, parent/guardian, or other authorized adult user;
- The Site is not intended for independent use by children under the age of thirteen (13), and children under 13 may not create accounts or provide personal information directly to BootUp except through a school-, district-, parent-, or educator-authorized educational implementation in compliance with applicable law;
- Any student access to curriculum or learning activities must be facilitated and supervised by a school, district, educator, parent/guardian, or other authorized adult;

- If you are using the Site on behalf of a school, district, or educational institution, you represent that you are authorized to act on behalf of that institution and to provide any necessary permissions, authorizations, or consents required under FERPA, COPPA, and other applicable laws;
- You will not upload, disclose, or share student data or personal information unless authorized under applicable law, district policy, and institutional procedures; and
- Your use of the Site complies with all applicable laws, regulations, and policies, including FERPA, COPPA, and applicable state student data privacy laws.

CHILDREN’S PRIVACY (COPPA COMPLIANCE)

The Site, in general, is intended for use by educators, administrators, parents, and authorized adult users. The general Site is not directed to children under the age of 13. BootUp does not knowingly collect personal information directly from children under 13 except in limited educational circumstances authorized by a school, district, or educator in accordance with applicable law. Some educators or schools may choose to allow students to create accounts to access BootUp curriculum resources or learning activities. BootUp recommends that student accounts be limited to students in grades 3 and above and created only under the supervision and authorization of a school, district, teacher, or parent/guardian, as applicable. Any student access to the Site or curriculum must be facilitated and managed by a school, district, parent/guardian, or authorized educator acting on behalf of an educational institution. In such cases, the school or district is responsible for obtaining any required parental consent under the Children’s Online Privacy Protection Act (“COPPA”) and ensuring compliance with applicable student privacy laws and district policies. If BootUp becomes aware that personal information has been collected directly from a child under 13 without appropriate authorization or consent, BootUp will take reasonable steps to delete such information promptly.

STUDENT DATA AND FERPA COMPLIANCE

BootUp provides educational services that may be used by schools and districts subject to the Family Educational Rights and Privacy Act (“FERPA”). When BootUp receives or processes student data from a school or district: (1) BootUp acts as a “school official” with legitimate educational interests under FERPA; (2) student data remains the property of the educational institution or authorized account holder; (3) BootUp uses student data solely for educational purposes authorized by the institution, educator, or parent/guardian, as applicable; (4) BootUp does not sell, rent, or use student data for targeted advertising or commercial profiling; and (5) schools and districts may request access to, correction of, or deletion of student data in accordance with applicable law. Users agree not to upload, disclose, or share student data unless authorized under FERPA, COPPA, applicable law, and district or institutional policies. BootUp implements reasonable administrative, technical, and physical safeguards designed to help protect student data; however, no method of electronic storage or transmission is guaranteed to be completely secure.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive information.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Use the Site to advertise or offer to sell goods and services.
- Engage in unauthorized framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot,

cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

USER-GENERATED CONTRIBUTIONS

The Site, in general, except for accessing BootUp's curriculum, does not offer users the ability to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Site Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors;

- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.
- Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

CONTRIBUTION LICENSE

You and the Site agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings). By submitting suggestions or other feedback regarding the Site, you agree that we can use and share such feedback for any purpose without compensation to you. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

USER DATA

BootUp collects and processes limited information necessary to operate, maintain, improve, and provide the Site and related educational services. Users are solely responsible for ensuring that any information, data, or content submitted to the Site is lawful, authorized, accurate, and appropriate for disclosure. Users agree not to upload or transmit student information or other protected data unless authorized under applicable law, institutional policy, and any required consent procedures.

To the fullest extent permitted by law, BootUp:

- does not guarantee that the Site will be free from unauthorized access, interruption, loss, corruption, or security breaches;
- is not responsible for information submitted in violation of applicable laws, policies, or authorization requirements; and
- shall not be liable for unauthorized disclosures, data loss, or security incidents caused by user actions, third-party services, force majeure events, or circumstances beyond BootUp's reasonable control.

Although BootUp implements reasonable administrative, technical, and organizational safeguards designed to protect information, no method of electronic transmission or storage is completely secure.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

THIRD-PARTY WEBSITES, TOOLS, AND CONTENT

The Site may contain links to third-party websites, platforms, applications, software, services, or other resources ("Third-Party Services") that are not owned, operated, or controlled by BootUp PD, Inc. ("BootUp"). These Third-Party Services may include educational tools, coding platforms, videos, articles, applications, curriculum integrations, and other instructional resources used to support learning experiences. BootUp does not own, control, monitor, or guarantee the accuracy, availability, security, privacy practices, functionality, or content of any Third-Party Services. Inclusion of, reference to, or integration with any Third-Party Service does not constitute or imply endorsement, sponsorship, partnership, certification, or approval by BootUp. Access to and use of Third-Party Services is at your own discretion and risk. Users are solely responsible for reviewing and complying with the applicable terms of use, privacy policies, data collection practices, and security policies of any Third-Party Services they access through or in connection with the Site. BootUp is not responsible or liable for any loss, harm, claim, damage, interruption, unauthorized access, data collection, disclosure, or other issue arising from or related to the use of any Third-Party Services, including but not limited to purchases, downloads, account creation, or interactions with third-party platforms.

BootUp curriculum and instructional materials may integrate widely used educational technologies and platforms to support engaging, developmentally appropriate computer science learning experiences. Such tools may include, but are not limited to, Scratch, Microsoft MakeCode, Bee-Bot, and micro:bit. These resources are incorporated to support coding, computational thinking, creativity, and hands-on learning aligned with BootUp's educational approach and instructional framework. Any use of student accounts, student data, or classroom implementation involving Third-Party Services remains the responsibility of the school, district, educator, parent/guardian, or authorized user implementing those services. Users are responsible for ensuring compliance with all applicable laws, regulations, district policies, and consent requirements, including FERPA, COPPA, and applicable state student privacy laws. BootUp acknowledges the use of certain third-party educational resources and trademarks solely for educational and descriptive purposes. All BootUp curriculum materials, instructional designs, original content, branding, and related intellectual property remain the exclusive property of

BootUp PD, Inc. and are protected under applicable copyright, trademark, and intellectual property laws.

SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: bootuppd.org/privacy. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site

without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of Utah applicable to agreements made and to be entirely performed within the State of Utah, without regard to its conflict of law principles.

DISPUTE RESOLUTION

Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted in the state and federal courts located in Utah County, Utah, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Site be commenced more than one (1) years after the cause of action arose.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

THE SITE AND ALL CONTENT, SERVICES, MATERIALS, AND RESOURCES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR EDUCATIONAL PURPOSES ONLY. TO THE FULLEST EXTENT PERMITTED BY LAW, BOOTUP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, OR AVAILABILITY. BOOTUP DOES NOT WARRANT THAT:

- THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE;
- THE SITE OR CONTENT WILL MEET SPECIFIC DISTRICT, STATE, REGULATORY, OR EDUCATIONAL REQUIREMENTS;
- DEFECTS OR ERRORS WILL BE CORRECTED; OR
- THE SITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

USE OF THE SITE, THIRD-PARTY SERVICES, AND ANY CONTENT OR MATERIALS MADE AVAILABLE THROUGH THE SITE IS AT YOUR SOLE RISK.

LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, BOOTUP PD, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND PARTNERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR BUSINESS-RELATED DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE, LOSS OF EDUCATIONAL OUTCOMES, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL ARISING FROM OR RELATED TO THE USE OF THE SITE OR ANY RELATED SERVICES. BOOTUP'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SITE SHALL NOT EXCEED THE GREATER OF: (1) THE AMOUNT PAID BY YOU TO BOOTUP, IF ANY, DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM; OR (2) ONE THOUSAND DOLLARS (\$1,000 USD). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

AI AND AUTOMATED FEATURES

The Site may include AI-powered or automated features intended to support educators, curriculum access, instructional planning, or educational experiences. Users acknowledge and agree that:

- AI-generated outputs may not always be accurate, complete, reliable, or appropriate for every educational context;
- AI-generated content is provided for informational and educational support purposes only and does not replace professional judgment, instructional decision-making, or legal compliance obligations; and
- BootUp is not responsible for decisions, actions, implementations, or outcomes arising from reliance on AI-generated outputs or automated features.

Users remain solely responsible for reviewing and validating any AI-generated content prior to classroom, instructional, or institutional use.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage,

liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your use or misuse of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; (5) any overt harmful act toward any other user of the Site with whom you connected via the Site; (6) your violation of FERPA, COPPA, or other laws; (7) your unauthorized submission of student data. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining

provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at: info@bootuppd.org.