



## RIPPLE EFFECTS END USER TERMS OF SERVICE

Welcome to Ripple Effects! Before using Ripple Effects' Services it is important that you carefully read the following agreement.

THESE TERMS OF SERVICE (THE "**TERMS**"), ALONG WITH COMPANY'S PRIVACY POLICY, SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF COMPANY'S SERVICES. Quantities, license levels, maintenance/upgrade plans and programs licensed correspond to those on quotations provided to LICENSEE from Ripple Effects, Inc. BY USING THE SERVICES, YOU ARE ACCEPTING THESE TERMS. YOU MAY NOT USE THE SERVICES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 13 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT USE THE SERVICES.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 13.5) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

All Services are copyrighted works belonging to Ripple Effects, Inc. ("**Company**", "**us**", "**our**", and "**we**"). Certain features of the Services may be subject to additional guidelines, terms, warranties, or rules, which will be posted as appropriate in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms of Service.

### 1. DEFINITIONS

- a) "**Services**" ("**our Services**", or "**Company's Services**") are any Ripple Effects' websites, software, products, mobile application(s), and in-person services.
- b) "**Ripple Effects Software**" ("**Software**", and "**Software as a Service**" [**SaaS**]). Each mean *Ripple Effects for Teens, Ripple Effects for Kids, Ripple Effects Pocket Coach, Ripple Effects Educator Ally, Ripple Effects Screen for Strengths for Teens, Ripple Effects Screen for Strengths for Kids, Ripple Effects Playlist Creator - Large group, Ripple Effects Playlist Creator - Individual/Small Group, Ripple Effects Data Viewer, Ripple Effects District Data Viewer, Bouncy Ready to Learn Resilience Program, I 2 I, Respect for Persons, Pounce and any associated data management/reporting software* and all related updates, improvements, and modifications supplied by Ripple Effects. It is understood that the provision of any such updates, improvements or modifications shall be at Ripple Effects' sole discretion and may be subject to additional fees and/or additional terms and conditions.
- c) "**Ripple Effects Products**" ("**the Products**", "**Products**", "**Product**") means the Ripple Effects SaaS Program(s) and any related documentation, physical durable items, models and multimedia content (such as animation, sound and graphics), and all



related updates, improvements, and modifications supplied by Ripple Effects.

- d) **"Documentation"** shall mean the written reference materials furnished by Ripple Effects to you in conjunction with the Software including, without limitation, instructions and end-user guides.
- e) **"Computing Device"** shall mean any or all electronic devices capable of accessing, displaying, and running Ripple Effects apps and supporting materials. These include, but are not limited to: Chromebooks, Apple Macintosh computers and laptops, Windows PC computers and laptops, Apple iPads or Android tablets, Apple iPhones or Android mobile devices.
- f) **"Licensee"** is the organization which the Ripple Effects licenses have been assigned to, either through direct purchase or assignment from another organization that purchased on the Licensee's behalf.
- g) **"Account Holder" ("User," "you," "your," "yours")** is any person who's been given access to the Services by the Licensee through their designated representatives.
- h) **"Concurrent User"** is the total number of users that may simultaneously use a particular Ripple Effects Service on any platform and corresponds with the number of concurrent users on the quote or invoice and was purchased by the Licensee. (NOTE: any number of students or staff at a site may have accounts, only the specified concurrent user number can be active on the applicable licensed Service at any one time.)
- i) **"User Content"** means any and all information and content that a user submits to, or uses with, the Services.

## 2. ACCOUNTS

**2.1 Account Creation.** Before you use most features of Company's Services, an account will be created for you ("**Account**") at the direction of an administrative Account Holder (typically staff or administrators representing schools and/or school districts who subscribe to our Services who have been given administrative privileges by the Licensee). You represent and warrant that: (a) any registration information you provide to an administrative Account Holder will be truthful and accurate; and (b) you will maintain the accuracy of such information. You may request deletion of your Account by contacting the administrative Account Holder. Company may suspend or terminate your Account in accordance with Section 9.

**2.2 Account Responsibilities.** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify an administrative Account Holder or Licensee of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.



### 3. ACCESS TO THE SERVICES

**3.1 License.** Subject to these Terms, Company grants Licensee a non-transferable, non-exclusive, revocable, limited license to use and access the Services solely for the concurrent-user license and/or classroom level purchased.

**3.2 License Types.** Ripple Effects offers three types of licenses. One or the other will be specified on cost quotations, and invoices sent to Licensee or prospective Licensee. Ripple Effects grants Licensee either:

- a) A **Legacy license** to use the then current version of the purchased Ripple Effects Products according to the following terms to use as long as Licensee's technology can support them; OR:
- b) an **Annual subscription license**, to use the then current version of the purchased Ripple Effects Products for one year (12 months) according to the following terms.
- c) A **Classroom Kit license** (Bouncy Program only), to use the then current version of the purchased digital Ripple Effects Products for one year (12 months) in tandem with the physical Product Kit per classroom, according to the following terms.

**3.2 Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, whether in whole or in part, or any content displayed on the Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (c) you shall not access the Services in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, translated or transmitted in any form or by any means. (e) you shall not rent, lease, grant a security interest in, or otherwise transfer rights to the Ripple Effects Services; (f) you shall not remove any proprietary notices or labels on the Ripple Effects Products; (g) you shall not export or re-export, directly or indirectly, the Ripple Effects Products into any country prohibited by the United States Export Administration Act and the regulations thereunder.

Unless otherwise indicated, any future release, update, or other addition to functionality of the Services shall be subject to these Terms. All copyright and other proprietary notices on the Services (or on any content displayed on any Service) must be retained on all copies thereof.

**3.3 Modification.** We reserve the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.



**3.4 No Support or Maintenance.** You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Services outside of the services included as part of the initial program purchase. Continued support can be purchased for a yearly additional fee.

**3.5 Third Party SIS Integration.** Licensee can choose to integrate with currently supported third-party services. A \$200 per year per site charge may apply, depending on your setup. Licensee may choose to switch between connection types, but we cannot guarantee the ability to transfer User data between them.

**3.6 Ownership.** Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and their content are owned by Company or our suppliers. Neither these Terms (nor your use of the Services) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Sections 3.1-2. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

**3.7 Compliance with Law.** You are responsible for using the Services in compliance with all applicable federal and state laws and regulations. You shall not use the Services in violation of any applicable law.

**3.8 Use by Children Under 13.** The Children's Online Privacy Protection Act ("COPPA") requires that all online service providers, including Company, obtain parental consent before knowingly collecting personally identifiable information from children under the age of 13. Company does not knowingly collect or solicit any personally identifiable information from children under the age of 13, and instead relies upon information provided to Company by Licensee. Children under the age of 13 are prohibited from using the Services or creating an Account unless they are doing so with parental consent or with the consent of Licensee who is providing such consent in compliance with COPPA. If we learn that we have collected personal information from a person under the age of 13 that does not comply with COPPA, we will delete that information in a reasonably prudent amount of time. If you believe that a child under the age of 13 has provided personally identifiable information to us, please contact us at [infosec@rippleeffects.com](mailto:infosec@rippleeffects.com).

**3.9 Accessibility.** Company is committed to ensuring that the Services remain accessible to all individuals, regardless of disability. Company will take reasonable steps to ensure that the Services meet common industry standards for accessibility and materially comply with the requirements of the Americans with Disabilities Act ("ADA"), as applicable. If you have any suggestions about improvements Company can make to enhance the accessibility of the Services, please contact us at [info@rippleeffects.com](mailto:info@rippleeffects.com).



## 4. USER CONTENT

**4.1 User Content.** “**User Content**” means any and all information and content that a User submits to, or uses with, the Services. You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 4.3). You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by Company. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. We are not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

**4.2 License.** You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

**4.3 Acceptable Use Policy.** The following terms constitute our “**Acceptable Use Policy**”:

- a) You agree not to use the Services to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.
- b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages,



whether commercial or otherwise; (iii) use the Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to our Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Services; or (vi) use software or automated agents or scripts to produce multiple accounts on the Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) our Services (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

- c) You further agree that you will not: (i) publish or post screenshots, video, text or other reproductions of content from any course provided through the Services or (ii) use any technology, code, or other method to automatically skip content or answer questions provided through the Services. The building, use, or sharing of any such technology, code, or other methodology is strictly prohibited.

**4.4 Enforcement.** We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 9, and/or reporting you to law enforcement authorities.

**4.5 Feedback.** If you provide us with any feedback or suggestions regarding the Services ("**Feedback**"), you hereby assign to Company all rights in such Feedback and agree that we shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

**4.6 Your Data.** As an education technology company that may collect data about K-12 and postsecondary students, Company is subject to certain laws and regulations, some of which are described below. Please review our [Privacy Policy](#) for more information on how we collect, use, and safeguard data.

- a) Company will materially comply with all applicable federal and state student privacy laws and regulations. We will provide access to Personally Identifiable Information pertaining to K-12 students only to our employees and subcontractors who need to access the data.





- b) **"Personally Identifiable Information (PII)"** means, collectively, personally identifiable information as defined in applicable law, including the Family Educational Rights and Privacy Act ("**FERPA**").

## **5. INDEMNIFICATION**

You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Services, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves 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 with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **6. THIRD-PARTY LINKS; OTHER USERS**

**6.1 Third-Party Links.** The Services may contain links to third-party websites and services (collectively, "**Third-Party Links**"). Such Third-Party Links are not under the control of Company, and we are not responsible for any Third-Party Links. Company provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

**6.2 Other Users.** Each Service user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Service users are solely between you and such users. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

## **7. DISCLAIMERS**

THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES



AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**RIPPLE EFFECTS SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF EVERY STATEMENT CONTAINED IN THE RIPPLE EFFECTS SERVICES.**

Ripple Effects cannot guarantee the accuracy of every single bit of information contained in the Ripple Effects Services. The Ripple Effects Services are derived from a research base that is constantly changing. Ripple Effects uses commercially reasonable efforts to present the most accurate information available at the time of publishing.

**EXCEPT FOR THE "TRUE STORIES," ALL THE PEOPLE AND PLACES ARE MADE UP.**

The "True Stories" videos in the Ripple Effects Products are true stories told by real people. ALL OTHER names of people, characters, places, pictures, and events mentioned in this program are entirely made up, and are not intended to resemble anyone or anything real. If anything does look like a real person, place or event, it is entirely coincidental.

**YOU ARE RESPONSIBLE, NOT RIPPLE EFFECTS.**

Use of the Ripple Effects Products is at the User's own risk. These Services are meant to be educational and give information and suggestions about personal and social problems, and health education. The Ripple Effects Software is not meant to make decisions for you or any other users of the Software, or replace its Users' own judgment. Please explain to any users using the Software under your supervision that they are responsible for their own decisions.

**GET HELP IF YOU NEED IT**

Ripple Effects does not provide professional counseling or psychological advice. Because of this, Ripple Effects does not guarantee that the information you get from the Ripple Effects Services can be relied on in every single situation. The advice you





get here should not replace getting help from a qualified professional, if necessary.

## 8. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, EMOTIONAL DISTRESS OF ANY KIND, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY LICENSEE TO OBTAIN THE LICENSE TO THE RIPPLE EFFECTS SERVICES. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**Release.** You hereby release and forever discharge Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including any interactions with, or act or omission of, other Service users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."



## **9. TERM AND TERMINATION.**

**9.1 Termination; Effect of Termination.** Subject to this Section, these Terms will remain in full force and effect while you use the Services. For the annual subscription license option, this agreement on use of services shall terminate one year from the completed fulfillment date, or other date if mutually agreed to by Licensee and Ripple Effects in writing. For legacy licensing, the Software will be available as long as Licensee's technology can support it, but other services, documentation, and content updates may be limited unless Licensee is current on the annual update service. We may suspend or terminate your rights to use the Services (including your Account) at any time for any reason at our sole discretion, including for any use of the Services in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Services will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 3.2 through 3.4, Section 3.6, Section 3.8, and Sections 5 through 13.

**9.2 Deletion of Data, Including PII.** Upon termination of its License, Licensee may direct Company to delete any Licensee data collected during the license period, including PII from its live databases. Company agrees to take commercially reasonable steps to honor any deletion requests received from Licensee in a reasonable amount of time (not to exceed ninety (90) days). You understand and agree that Company may continue to have Personal Information in archive files or similar databases. You further agree that Company has no obligation to delete aggregated or de-identified information. Company may retain and use aggregated and de-identified information for any purpose that is consistent with applicable federal and state laws and regulations.

## **10. LIMITED WARRANTY.**

**10.1 Limited Warranty - Services.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY DESCRIBED BELOW IN SECTION 10.2 FOR THE BREATHING BOUNCY ANIMATRONIC, RIPPLE EFFECTS AND ITS DISTRIBUTORS MAKE NO PROMISES, REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, RIPPLE EFFECTS PRODUCTS, OR DOCUMENTATION, INCLUDING THEIR CONDITION, THEIR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND RIPPLE EFFECTS AND ITS DISTRIBUTORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, UNDER THE LAW OF THE UNITED STATES, THE IMPLIED CONDITIONS OF



SATISFACTORY QUALITY AND ACCEPTANCE AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE AND OTHER IMPLIED OR STATUTORY WARRANTIES.

**10.2 Limited Warranty - Breathing Bouncy Animatronic.** Ripple Effects warrants that the Breathing Bouncy Animatronic will be free from defects in material and workmanship (the "Limited Warranty") for a period of six (6) months from the date of original purchase (PO or invoice receipt is required for proof of purchase) or for the applicable minimum required warranty period in the location where the product is sold (the "Limited Warranty Period"). If any covered defect is discovered during the Limited Warranty Period, we will, at our sole option, repair, replace or refund the product at no cost to Licensee. This is the sole and exclusive remedy available to Licensee.

This Limited Warranty (i) applies only to single classroom use only for the original purchaser of the product, (ii) covers purchases solely from an authorized retailer or distributor, and (iii) is not transferable.

This Limited Warranty does not apply to and expressly excludes (a) re-sold merchandise; (b) consumable parts, such as batteries; (c) cosmetic damage; (d) damage caused by use with non-Ripple Effects products; (e) products where any serial number is not present, has been removed or defaced; (f) damage caused by operating the product outside the permitted or intended uses within the classroom or educational setting, (g) a product or part that has been modified, and (h) claims resulting from misuse, failure to follow the instructions (assembly, installation, maintenance, and use), abuse, alteration, involvement in an accident and normal wear and tear.

THIS LIMITED WARRANTY IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER STATUTORY, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOST PROFITS, RESULTING FROM ANY BREACH OF WARRANTY, CONDITION, OR ANY OTHER LEGAL THEORY, NO MATTER HOW ARISING.

Some states or countries do not allow the exclusion of incidental or consequential damages or a limitation on the duration of implied warranties, so the foregoing limitations may not apply to you. In addition, you may have other legal rights, which vary by state or country. To obtain warranty service, contact Company's Customer Services



Department at 1-888-259-6618, submit a support request at [support@rippleeffects.com](mailto:support@rippleeffects.com), or write to Company's Consumer Services at 430 Railroad Ave., Suite 209, Pittsburg, CA 94565. Returns must comply with Company's RMA process provided in the support request.

## **11. COPYRIGHT POLICY.**

Company respects the intellectual property of others and asks that users of our Services do the same. Where there are opportunities for users to create or upload their content in connection with our Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for Company is:

Designated Agent: Operations Department

Address of Agent: 430 Railroad Ave., Suite 209, Pittsburg, CA 94565

Telephone: 415-227-1669

E-mail: [info@rippleeffects.com](mailto:info@rippleeffects.com)

## **12. PAYMENT AND DELIVERY TERMS.**



Ripple Effects accepts Purchase Orders (POs) as promise of payment for fulfilled orders. By sending a PO, Licensee agrees to accept and pay for the items, products, and/or services requested. POs are accepted by email at [orders@rippleeffects.com](mailto:orders@rippleeffects.com), fax at 415-227-4998, or mail at 430 Railroad Ave., Suite 209, Pittsburg, CA 94565. Ripple Effects agrees to begin the fulfillment process once a PO, signed contract, or direct payment in lieu of a PO, has been received. Payments are due net thirty (30) days after fulfillment is completed. If requesting an invoice prior to payment, fulfillment will not begin until PO or payment is received. Ripple Effects accepts check, credit card, and ACH payments. The following events signify the completion of fulfillment: for SaaS products, the email delivery of the Ripple Effects site welcome letter(s) which include registration codes and instructions to access the software to Licensee's designated Ripple Effects contact(s); for physical goods, the confirmed received shipment delivery to the address designated by Licensee; for live training, the conclusion of the training session. Licensee will make all good-faith efforts to provide fulfillment information to help facilitate completion of the order in a timely fashion. Physical goods are shipped via UPS. If UPS is not an available option, an alternate shipper will be utilized at Ripple Effects' discretion.

## **13. GENERAL**

**13.1 Fees.** At this time, all fee agreements are made with Licensee. Any change to this policy would be effective upon thirty (30) calendar days' notice.

### **13.2 Government Use**

If you are acquiring the Ripple Effects Products on behalf of any part of the United States Government, the following provisions apply. The Ripple Effects Programs are deemed to be "commercial computer software" and "commercial computer software documentation", as applicable, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Ripple Effects Products by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Any technical data provided that is not covered by the above provisions is deemed to be "technical data- commercial items" pursuant to DFAR Section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 227.7015(b).

**13.3 Changes.** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes in our Services. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an email notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Services.



These changes will be effective immediately for new users of our Services. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

**13.4 Dispute Resolution; Mandatory Arbitration. *Please read this Arbitration Agreement carefully. It is part of Licensee's contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.***

- a) *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to Licensee/you and Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.
- b) *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("**Notice**") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Company should be sent to: Ripple Effects, 430 Railroad Ave., Suite 209, Pittsburg, CA 94565. After the Notice is received, Licensee/you and Company may attempt to resolve the claim or dispute informally. If Licensee/you and Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- c) *Arbitration Rules.* Arbitration shall be initiated through the American Arbitration Association ("**AAA**"), an established alternative dispute resolution provider ("**ADR Provider**") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules ("**Arbitration Rules**") governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US





\$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a California location, unless Licensee/you resides outside of the United States, and unless the parties agree otherwise. If Licensee/you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants Licensee/you an award that is greater than the last settlement offer that Company made to Licensee/you prior to the initiation of arbitration, Company will pay Licensee/you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

- d) *Additional Rules for Non-Appearance Based Arbitration.* If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- e) *Time Limits.* If Licensee/you or Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.
- f) *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of Licensee/you and Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon Licensee/you and Company.
- g) *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved



by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between Licensee/you and Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, LICENSEE/YOU AND COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

- h) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
- i) *Confidentiality.* All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- j) *Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- k) *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- l) *Survival of Agreement.* This Arbitration Agreement will survive the termination of Licensee's/your relationship with Company.
- m) *Small Claims Court.* Notwithstanding the foregoing, either Licensee/you or Company may bring an individual action in small claims court.
- n) *Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- o) *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of



defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

- p) *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within King County, Washington, for such purpose.

**13.5 Export.** The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

**13.6 Disclosures.** Company is located at the address in Section 13.12. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**13.7 Electronic Communications.** The communications between you and Company use electronic means, whether you use the Services or send us emails, or whether Company posts notices on the Services or communicates with you via email. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

**13.8 Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Services. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation."

**13.9 Severability.** If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. THE TERMS OF ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by California law (except for conflict of laws principles). The parties agree that the application of the United Nations Convention on



Contracts for the International Sale of Goods is expressly excluded. This Agreement and the Data Privacy Policy contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, other than the terms of any Purchase Order.

**13.10 Assignment.** These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

**13.11 Copyright/Trademark Information.** "Copyright © Ripple Effects, Inc.," "All rights reserved," all trademarks, logos and service marks ("Marks") displayed on the Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

**13.12 Contact Information:**

Ripple Effects, Inc.

430 Railroad Ave., Suite 209, Pittsburg, CA 94565

Telephone: 415-227-1669

E-mail: [info@rippleeffects.com](mailto:info@rippleeffects.com)

Document title	Ripple Effects End User Terms of Service
Document version	1.3
Release date	12 November 2024
Approved by	John Ray-Keil
Author	Kerry Crespo
Latest revision date	5 November 2024
Revision comments	Updated language to reflect "Legacy" programs