



Future Guides, LLC

TERMS OF SERVICE VERSION 1.3 DECEMBER 19, 2017

Contractual Relationship

These Terms of Service ("*Terms*") govern the access or use by you of the websites, content, products, and services (the "*Services*") made available by Future Guides, LLC and its subsidiaries and affiliates (collectively, "*Provider*"). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. In these Terms, the words "including" and "include" mean "including, but not limited to." Provider is sometimes referred to in these Terms as "Provider", "we", "our" and "us".

Your access and use of our website and the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Provider. If you do not agree to these Terms, you may not access our website or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Provider may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Provider may amend the Terms related to the Services from time to time. Amendments will be effective upon Provider's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in Provider's Privacy Policy located at www.scoutsofthefuture.com/privacypolicy.

The Services

The Services constitute a technology platform that enables users to submit to us information about themselves, and their interests, including but not limited to information regarding their career and vocational interests, courses of study and training and educational institutions of interest to them. Information provided as part of the Services is then compiled based upon user provided information by third parties under agreement with Provider or certain of Provider's affiliates ("*Third Party Providers*"). Unless otherwise agreed by Provider in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. The Services will be made available to you provided we are able to confirm to our satisfaction that you have a valid and active email account and telephone number at a U.S. location.

Subject to your compliance with these Terms, Provider grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Provider and Provider's licensors.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Provider; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

The Services may be made available or accessed in connection with third party services and content that Provider does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Provider does not endorse such third party services and content and in no event shall Provider be responsible or liable for any products or services of such third party providers.

The Services and all rights therein are and shall remain Provider's property or the property of Provider's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Provider's company names, logos, product and service names, trademarks or services marks or those of Provider's licensors.

Your Use of the Services

In order to use the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Provider certain personal information, such as your name, address, telephone phone number and age, as well as information about yourself, and your interests, your career and vocational interests, as well as courses of study and training, and educational institutions of interest to you. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Services or Provider's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Provider in writing, you may only possess one Account.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes.

User Provided Content

Provider may, in Provider's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Provider through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to Provider, you grant Provider a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Provider's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Provider the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Provider's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Provider in its sole discretion, whether or not such material may be protected by law. Provider may, but shall not be obligated to, review, monitor, or remove User Content, at Provider's sole discretion and at any time and for any reason, without notice to you.

Disclaimers; Limitation of Liability; Indemnity

THE INFORMATION PUBLISHED ON OUR WEBSITE AND PROVIDED TO YOU IN CONNECTION WITH THE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. NEITHER PROVIDER NOR PROVIDER'S THIRD PARTY PROVIDERS GUARANTEE THE ACCURACY OF, AND DISCLAIM ANY LIABILITY FOR INACCURACIES RELATED TO INFORMATION PUBLISHED ON OUR WEBSITE AND PROVIDED TO YOU IN CONNECTION WITH THE SERVICES.

THE INFORMATION PUBLISHED ON OUR WEBSITE AND PROVIDED TO YOU IN CONNECTION WITH THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." PROVIDER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, PROVIDER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. PROVIDER DOES NOT GUARANTEE THE QUALITY, SUITABILITY, OR ACCURACY OF INFORMATION PROVIDED BY THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

PROVIDER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND PROVIDER'S REASONABLE CONTROL.

THE LIMITATIONS AND DISCLAIMER IN THESE TERMS OF SERVICE DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

You agree to indemnify and hold Provider and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Provider's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

Other Provisions

These Terms are governed by and construed in accordance with the laws of the State of Washington, U.S.A., without giving effect to any conflict of law principles. You agree that jurisdiction and venue for any legal proceeding arising out of or related to this Agreement or the Services shall be in the State or federal courts located in the State of Washington. Claims of copyright infringement should be sent to Provider's registered agent in the State of Washington.

Provider may give notice by means of a general notice on the Services or electronic mail to your email address in your Account. Such notice shall be deemed to have been given upon the expiration of 12 hours after of posting or sending (if sent by email). You may give notice to Provider, with such notice deemed given when received by Provider, at any time by first class mail or pre-paid post to PO Box 241481 US Post Office West Omaha 8451 West Center Road Omaha, Nebraska 68124-3135.

You may not assign these Terms without Provider's prior written approval. Provider may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Provider's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Provider or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Provider's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Provider in writing.