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Girls Who Code Clubs Terms of Service

Welcome to girlswhocode.com (together with its subdomains, Content, Marks and services, the “Site”). Girls Who Code’s mission is to close the gender gap in technology and to change the image of what a programmer looks like and does. Girls Who Code Clubs Services are provided to interested Institutions and organizations for no fee, and are not offered or intended for users outside of the United States.

The following are the terms of service for our Clubs Services (“Clubs Terms of Service”, “Clubs Terms”), and they define the relationship between Girls Who Code Inc. (“Girls Who Code”, “GWC”, “Company” “we”, “our” or “us”) and you, and govern your use of the Girls Who Code Clubs Services. Please read the following Clubs Terms carefully before using this Site so that you are aware of your legal rights and obligations with respect to the Clubs Services and Clubs HQ Site (“Clubs HQ Site”, the “Site”). By accessing or using the Site, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Clubs Terms of Service, together with the Clubs Privacy Policy (the “Clubs Terms and Policies”). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Clubs Terms please do not access or use the Clubs HQ Site.

We’ve done our best to write this policy in simple, clear terms. Additionally, you can see past versions of our Clubs Terms [HERE](#).

1. The Girls Who Code Clubs Terms

1.1 Clubs HQ Site Terms

Thank you for your interest in Girls Who Code, which owns and operates the Girls Who Code Clubs Services, including the [Girls Who Code Clubs HQ platform](#), Girls Who Code curriculum and activities, and any associated products and services that GWC may provide now or in the future (collectively, the “Clubs Services”).

These Clubs Terms of Service contain general terms that apply to you as a user of the GWC Clubs Services (“User” or “Clubs User”). This includes Clubs Users in both [School Clubs](#) and [Outside School Clubs](#). Clubs Users in School Clubs include those Users

registered as student users ("[Clubs Student User](#)"), teachers in a school [Clubs](#)(a "[Teacher Facilitator](#)"), or school leaders (both a "[School Clubs Administrator](#)" and, if they are signatories for GWC Clubs Agreements, "[Clubs Signatory](#)"), or a parent. If you are in a non-school setting, Clubs User include those Users registered as minors participating in Outside School Clubs ("[Outside School Clubs Child Users](#)" for children under 13 and "[Outside School Minor Users](#)" for children 13-17), adults facilitating a Clubs ("[Outside School Clubs Facilitator](#)"), leaders or authorized agents of a site hosting an Outside School Clubs(a "[Host Site Administrator](#)"), leaders responsible for signing GWC Clubs Agreements at the Clubs ("[Clubs Signatory](#)"), or parents.

If you are an Outside School Clubs Facilitator, Host Site Administrator, or Clubs Signatory (collectively, "[Host Staff](#)"), you will additionally be subject to our [Clubs Data Privacy Center](#). If you are a Teacher Facilitator, School Clubs Administrator, or Clubs Signatory (collectively, "[School Staff](#)"), you will additionally be subject to either (i) the DPA signed between your LEA/School District and GWC or, if your LEA/School District has not signed such a DPA, (ii) our [GWC Student Data Privacy Addendum \("DPA"\)](#) or the DPA signed by your school district.

When using the Clubs Services, you will also be subject to the [Clubs Privacy Policy](#) and [Children's Clubs Privacy Policy](#) and any posted guidelines, policies or rules applicable to specific features of the Clubs Service, which may be posted from time to time (collectively the "[Clubs Guidelines](#)"). Additionally, Clubs also agree to the terms set forth in the GWC Participation Agreement ("[Clubs PA](#)") signed by the Club's Signatory. If you are a School Club, in addition to a Clubs PA, you may also be subject to a District Services Agreement ("DSA") between your LEA/School District; contact your LEA/School District administration for further details. These Clubs Terms of Service, the Clubs Privacy Policy, the Children's Privacy Policy, the relevant DPA, and the either the Clubs PA or Clubs PA and DSA, including any modifications (collectively, the "[Agreement](#)"), govern your use of the Clubs Services and represent a legal contract between you and Girls Who Code.

Finally, If you are participating in any non-Clubs services (including the GWC Challenge, GWC Summer Programming, or GWC contests), this Clubs Terms of Service does not apply to you; please see the [GWC Non-Clubs Terms of Service](#).

1.2 Agreeing to our Terms

By registering for an account on, or otherwise accessing or using the Girls Who Code Clubs Service, you acknowledge that you have read and agree to be bound by this

Agreement. If you are using the Service on behalf of an institution that has a separate written agreement with Girls Who Code, that agreement also governs your use of the Service.

If you are entering into this Agreement on behalf of a organization or Institution or other legal entity (including if you are a Teacher Facilitator, School Clubs Administrator, or Signatory for a School Club, entering on behalf of your school), you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “you”, “your” or “User” shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service.

2. Registering for GWC Clubs Accounts

Girls Who Code Clubs allow you to access the Clubs Services either by registering yourself or, if you are a parent, registering your child. Additionally, in some rare circumstances, school based Clubs may register student accounts directly. Please read below to see the registration terms that apply to you:

If you are registering for a school based Clubs as one of the following:

- Clubs Student
- Parent of a Clubs Student
- A School Staff member

If you are registering for an outside school Clubs (ex. Within a library, community center, or partnering non-profit organization) as one of the following:

- Outside School Minor User (13-17 year old participants)
- Parent of an Outside School Learner User
- Outside School Clubs Facilitator or Host Site Administrator

2.1 School Clubs Accounts & Registration

A School Club is a Club that operates in a school, school district, or other similar educational agency or institution (the “Institution”). School Clubs are run by School Staff, who may invite a student in their school to join their School Club. To invite a student to a School Club, a School Staff member must register for a GWC Clubs

Account. Additionally, in rare circumstances, a student's parent may also register the student for a School Club.

2.1(a) Clubs Student Account Registration

If you are a student accessing the Clubs Services at the invitation of a Teacher Facilitator, other school official at your school, or your parent for [educational purposes](#) connected to a school or classroom ("[Clubs Student User](#)") the following terms apply to you. A "[Clubs Student Account](#)" means the account you as a Clubs Student User are accessing to use the Clubs Service.

(i) Invitation: Only Clubs Student Users who have been invited, or given access to the Service, by their teacher, school, district, or parent may use the School Clubs Service. You may not access or use the School Clubs Services unless you are invited or given access to the Service by (i) a teacher, school, or district who is authorized to give you access to the School Clubs Services (including creating your Clubs Student Account on your behalf to allow you to [login](#) or giving you a [unique student code](#) to allow you to set up your own Clubs Student Account) or (ii) your parent who must create your Clubs Student Account on the Service.

(ii) Account Creation: If you are under 13 years of age, and you want a Clubs Student Account, you will need to either (1) have your Clubs Student Account created at school by your teacher (only after the teacher represents to GWC that they have acted as the agent of the parent and [consented](#) on their behalf), (2) receive a unique student code from your teacher to create your own Clubs Student Account with a username (and/or email address) and password, or (3) have your parent create your Clubs Student Account after we have obtained [parental consent](#) from them.

(iii) Consent: Children under the age of 13 are prohibited from using the Clubs Services unless they have been provided consent by either their parent or school personnel with permission from their parent, allowing you to use the Clubs Services through School Consent.

(iv) Clubs Student User Content: Teacher Facilitators/GWC will [review](#) any User Content you as a Clubs Student upload to the Clubs Service in the [Project Gallery](#) prior to the User Content appearing in the Project Gallery. Similarly, Teacher Facilitators/GWC may [review](#) any User Content you as a Clubs Student provide as part of curricular activities on Clubs-HQ. Once a project has been approved, Clubs Students in your School Clubs and any other GWC Club, as well as your Teacher Facilitator and parent, may see your User Content. If you are a Clubs Student User, please do not provide any Personal

Information about yourself to us, other than what we request from you when you use the Clubs Services or as directed by your parent, Teacher Facilitator, school, or district.

(v) Outside School Learner User or Non-Clubs Account Content: If you are also using the Clubs Services as an Outside School Learner User, or are participating in non-Clubs activities that include a Non-Clubs Accounts (ex. Summer programs), any User Content that you upload with the Outside School Learner Account or [Direct Programming](#) Account can be viewed by your connected parents or legal guardians but will not be viewable by your teacher in your Student Account.

2.1(b) School Staff Account Registration

If you are School Staff accessing the Clubs Services on behalf of a school, district, or Institution, the following terms apply to you:

(i) To send out invitations to Clubs Student Users in your Club, you will first need to set up your own School Staff Account. After completing registration, you will be (i) provided a Clubs code and the opportunity to share this code with your Clubs Students and (ii) you will be prompted to give consent for the invitation to the Clubs by way of School Consent (See iii in this section below).

(ii) Permissions and Authority to act on behalf of Institution: You agree that you are acting on behalf of (or have received all necessary permission from) your Institution to enter into this Agreement and to register and use the Clubs Services as part of your activities. Only School Staff who are currently under the control (ex. Employees, Volunteers approved by the Institution) of the Institution may use the Clubs Services on the Institution's behalf. The School Staff is responsible for obtaining any necessary approvals from their school's authorities and administrators before using the Clubs Service. Upon termination of a School Staff with the Institution, such individuals must return and cease using all login details and Clubs Student User access they have in their possession. If at any time you learn a User of the Clubs Services claims to be affiliated with your Institution who is not, in fact, affiliated with your Institution, you must notify GWC immediately at privacy@girlswhocode.com.

(iii) Acknowledgement of COPPA for Clubs Student Users under 13: You further understand and acknowledge that COPPA prohibits online service providers from knowingly collecting [Personal Information](#) from children under 13 years of age without Consent and you understand that GWC will not let children under the age of 13 use the Clubs Services unless one of the following occur:

1. You provide [School Consent](#) in situations where you set up the child's Clubs Student Account on their behalf to enable them to login or otherwise access certain features of the Clubs Services in the classroom (including after school hours or at the Clubs Student User's home for Clubs program purposes) which may result in the collection of Personal Information from the child. GWC will not provide use of Clubs Student Accounts or access to the Clubs Services to children under the age of 13 if we learn that you have not provided School Consent. You agree that you will not knowingly create a child's Clubs Student Account on their behalf or allow the child to use the Clubs Services in the classroom or afterschool until you have provided School Consent.
2. Conversely, GWC obtains [Consent](#) from the child's parent or legal guardian if the parent is creating a Clubs Student Account for the Clubs Student User on GWC Clubs-HQ. GWC will not provide use of Clubs Student Accounts or access to the Clubs Services to children under the age of 13 if we are unable to obtain Consent.

(iv) Acknowledgment of Direct Notice. You acknowledge and agree that GWC has provided to you (a) the direct notice required under 16 C.F.R. Part 312.4 of COPPA as set forth [here](#) ("[Direct Notice](#)") and (b) a link to GWC's notice of privacy practices that includes a description of all Personal Information that is collected and how it will be used and disclosed as set forth [here](#). Additionally, you acknowledge and agree that you have read the Direct Notice and privacy practices. You, on behalf of the Institution, (c) authorize GWC to collect and use the Personal Information of Clubs Student Users in the Clubs Services for Educational Purposes; and (d) acknowledge and agree that you have the authority to authorize the collection described in (c) and to act as the agent of the parent.

Additionally, you acknowledge and agree that when this School Consent described above is utilized to allow children under 13 to use the Service, you will be solely responsible (and hereby agree that GWC is not responsible) for (1) providing all required notices and disclosures to parents under COPPA in a format you deem appropriate, including the Direct Notice (of which GWC will provide relevant information to you and/or the Institutions or other School Staff); (2) [acting as the agent of the parent](#) (and consenting on their behalf) under COPPA; and (3) providing a means for a parent to review any Personal Information contained in Student Data or Education Records collected through the Clubs Services and refuse to permit its further use as required by COPPA. For clarity, it is GWC's obligation to comply with COPPA as a whole. To do this, we rely on schools to provide consent under COPPA by acting as the agent of the parent, but only after providing the school with the required information and notices.

This includes without limitation, limiting access to the Clubs Services only to those Clubs Student Users from whom School Staff have consented for and complying with all parental requests regarding the collection, use and disclosure of such parent's child's Personal Information. If a parent rescinds such Consent, School Staff or the Institution shall immediately notify GWC to discontinue that Clubs Student User's access to the Clubs Services and ensure the Clubs Student User's information is no longer accessible through the Clubs Services. For more information on School Consent please see our FAQ. Under no circumstances will GWC be liable for the School Personnel's failure to consult their school's authorities and administrators or for failing to provide School Consent when required.

(v) Responsible for Your User Content and Clubs Student User Content. You are solely responsible for reviewing all Clubs Student User submitted content prior to these being posted on the Clubs Student User's profile or any of the optional content activities in the "[Optional Activities within School Clubs](#)" Section (including any [Personal Information](#) contained therein if not removed by you) on the Clubs Services and for ensuring that such submissions meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "[Your Information and Content](#)" and the "[Acceptable Use and Conduct](#)" Sections. You are also responsible for your own submissions, including those activities listed in "[Optional Activities within School Clubs](#)" Section, and ensuring they meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "[Your Information and Content](#)" and the "[Acceptable Use and Conduct](#)" Sections.

2.1(c) Optional online practices selected by School Staff

While utilizing the School Clubs Services, School Staff have the opportunity to choose certain activities for their Clubs Student Users to participate in within the Clubs-HQ environment. These include:

(i) The GWC Clubs Project Gallery. The Project Gallery is a section of Clubs-HQ where [Club Members](#) can request to publish their Clubs Projects. School Staff can choose to allow Clubs Student Users to share projects on the Project Gallery OR they can disable that Project Gallery option (see [here](#) for guidance). Additionally, if School Staff allow Clubs Student Users to share projects with links to Third-Party Service, School Staff represent and warrant that they will allow the use of such Third Party-Services in accordance with their Institutions rules and which have been approved by your Institution for use in School Clubs. If you choose to allow your Clubs Student User to use the Project Gallery feature in your School Club, you acknowledge that if the Projects

are approved, they will be visible to other Clubs Users, though not the general public. You also acknowledge that any link to a Third-Party service within the Project should comply with (a) the "[Third-Party Content and Websites](#)" Section, and (b) that GWC is not responsible for the Clubs Student User's choice of Third-Party Services utilized as part of the Project.

ii) School Staff Curricular Feedback. Teacher Facilitators may provide feedback or comment to curricular activities to a Clubs Student in their classroom ("Curricular Feedback"). As a Teacher Facilitator, if you choose to provide such feedback, you agree that you are solely responsible for any such Curricular Feedback. Additionally, you agree that you are solely responsible for (a) deciding how and when to provide such Curricular Feedback to your ClubsStudents and (b) the decision on whether or not you share a Clubs Student's Curricular Feedback with other School Staff or with the Clubs Student's parent or guardian.

iii) Clubs Certificates. A Teacher Facilitator can generate certificates of completion on Clubs-HQ for their Clubs Student User (each, a "Clubs Certificate"). If a Teacher Facilitator generates a Clubs Certificate, Clubs Students Users may choose to download such Clubs Certificates during the course of their enrollment in their School Club. As a Teacher Facilitator, if you choose to allow for the creation for Clubs Students of a Clubs Certificate, you agree that you are solely responsible for the Clubs Certificates creation for your ClubsStudents. In some jurisdictions, Clubs Student Users may be able to request that their Clubs Certificates be made available to them or their parents in accordance with FERPA's guidance on Student Generated Content.

iv) Clubs location site. A School Staff person can also decide whether or not to include their School Clubs within the Girls Who Code "Locations" map located on www.girlswhocode.com/locations. If you as a School Staff person chooses to disclose the location of the School Club, you acknowledge and agree that you have been authorized to provide this information to the "Locations" Site by an appropriately authorized authority at your school and/or LEA. If you have not been so authorized, you should not include the School Clubs on the site.

2.1(d) FERPA compliance with School Staff

GWC understands that it is important that our partner schools comply with the [Family Education Rights and Privacy Act \(FERPA\)](#) and related regulations. Certain information that may be provided to GWC by School Staff that is directly related to a Clubs Student User and maintained by an Institution, may be considered an [education record](#) under FERPA ("Education Record"). Additionally, certain information, provided to GWC by

School Staff about a Clubs Student User, such as student name and grade level, may be considered directory information under FERPA ("Directory Information") and thus not an Education Record. Please see our [GWC DPA](#) (or, if your Institution has already signed a DPA with GWC, that signed DPA) for more information regarding FERPA, GWC's commitments to help Institutions comply with FERPA, and Institution's obligations with respect to FERPA.

Institutions may not generally disclose [Personal Information](#) from an eligible student's Education Record to a third-party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA ("[FERPA Exemption\(s\)](#)"), including the exemption for Directory Information ("[Directory Information Exemption](#)") or School Official (as that term is defined in FERPA) exemption ("[School Official Exemption](#)"). For the purposes of FERPA, to the extent Personal Information from Education Records are transmitted to GWC from an Institution or from Clubs Student Users using accounts at the direction of the Institution, GWC shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Institution. The Institution represents, warrants, and covenants that it will remain in compliance with all FERPA requirements (including, as relevant, providing notification to parents in an Annual Notification of Rights and compliance with the Directory Information Exemption (if applicable for the Institution)). The Institution also agrees to inform parents that it defines GWC as a "School Official" and defines the services provided by GWC as services for "legitimate educational interest". The Institution represents that it has obtained all necessary parental or eligible student written consent to share the Student Data with GWC for the purpose of enabling GWC operation of the Services. If the Institution is relying on the Directory Information exemption, Institution represents, warrants, and covenants to GWC that it shall not provide information to GWC from any Clubs Student User or parent/legal guardian that has opted out of the disclosure of Directory Information.

2.1(e) Clubs parent Account Registration

In some rare circumstances, your child's School may host a School Club but decline to create accounts for ClubsStudents under School Consent. In this case, you may be required to create an account for yourself as well as your child. The following terms apply to you as a parent User for your child in a School Club:

(i) Creating Your Child's School Clubs: If you as a parent/guardian are creating your child's Clubs Student Account, you must first have created a parent Account on GWC Clubs HQ. **IF YOU REGISTER OR CREATE AN ACCOUNT FOR, APPROVE OR CONSENT**

TO THE REGISTRATION OF, OR OTHERWISE ASSUME RESPONSIBILITY FOR ANY CHILD USER UNDER 18, YOU REPRESENT AND WARRANT THAT YOU ARE SUCH CHILD USER UNDER 18'S LEGAL PARENT OR GUARDIAN AND YOU AGREE TO BE BOUND BY THIS AGREEMENT ON BEHALF OF SUCH CHILD USER UNDER 18, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE SERVICES BY THE CHILD USER UNDER 18.

To set up your child's School Clubs Account, you will first need to set up your own parent Account. You will then be prompted (i) to enter the code for your child's School Clubs and (ii) you will be prompted to give consent for your child to participate in that School Clubs and to set up a Clubs Student Account. You will then be able to set up your child's Clubs Student Account, enabling them to login, or otherwise allowing them to access and use the Service in their School Club.

If your child has both an Outside School Clubs Child Account and a Clubs Student Account, those accounts will be linked, but content from your child's School Clubs Account will not be viewable to Outside School Clubs users.

If you are the parent or legal guardian of a child who is using the Service and your child's Student Account was not set up by your child's School Personnel, or you did not give Consent while setting up your child's Student Account or Outside School Child Account, you can email us at privacy@girlswhocode.com to have that child's Student Account or Outside School Account deleted. Please note that if you, as a parent, provide an email to School Personnel when the school is obtaining School Consent, we may send an email asking you to verify your child's account, but you will not receive any other emails unless you have opted in to email marketing or have separately created an account on our Service.

(ii) Your Consent: To create your child's Clubs Student Account, we will first require your Consent. In order to comply with data privacy laws like COPPA, CCPA, and similar laws in other applicable jurisdictions, which govern the online collection of data from children under 13 and/or minors under 18, GWC may take additional steps to verify that the User granting permission for the creation of a child's Clubs Student Account is their parent or legal guardian. The current ways in which we seek to verify are set forth in our [FAQ](#). Any Outside School Clubs Child Account or Outside School Minor Account you create for your child for Clubs outside of a school setting will also be linked with the Clubs Student Account (if both exist), but only certain content will be viewable by the child's Teacher Facilitator. Please see our [FAQ](#) for more details.

This Consent may be obtained either by GWC through your process of setting up your child's ClubsStudent Account: you will be prompted to acknowledge and provide consent for the creation of your child's School ClubsAccount, and then asked to provide the School Clubscore that will connect your child's School ClubsAccount with their School Club.

If you are the parent or legal guardian of a child who is using the Service and your child's Clubs Student Account was not set up by your child's School Staff, or you did not give Consent while setting up your child's Clubs Student Account, you can email us at privacy@girlswhocode.com to have that child's Clubs Student Account deleted.

(iii) Responsible for Your Account and your Child's Clubs Student Account: Once your child has a Clubs Student Account, they will be able to upload User Content, including Student Activity Responses, to the Clubs Student Account (which is not viewable by the general public, but by linked parents, legal guardians, School Staff, and other Clubs Accounts). You are solely responsible for reviewing and ensuring that such User Content submissions meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "[Your Information and Content](#)" and the "[Acceptable Use and Conduct](#)" Sections and are solely responsible for any Personal Information contained therein (if not removed by you). You can request to remove any User Content uploaded by your child either by 1) contacting your child's School Personnel if the User Content was uploaded during school, and we will respond to valid requests received from the School Staff, or 2) contacting us directly at privacy@girlswhocode.com when the User Content is collected directly from your child through the Clubs Student Account you created for your child.

2.2 Outside School Clubs Accounts & Registration

An [Outside School Club](#) is a Club that operates within a library, community center, or partnering non-profit organization ("[Host Site](#)"); some Outside School Clubs operate under the umbrella of a larger non-profit or association that hosts multiple Outside School Clubs (each, a "[Community Partner](#)"). Outside School Clubs are run by staff or volunteers working for the Host Site or Community Partner. To invite a minor under 18 to participate in an Outside School Club, a Host Staff member must register for a GWC Clubs Account. Additionally, for a child under 13, a parent or guardian must create their own parent Account and then register their child for a GWC Account after providing consent.

2.2(a) Outside School Clubs Learner User Account Registration

If you are a participant under the age of 18 accessing the Clubs Services at the invitation of a Host Staff member or your parent ("[Outside School Learner User](#)") the following terms apply to you. An "[Outside School Clubs Child Account](#)" means the account you as a child under 13 are accessing to use the Clubs Services. An "[Outside School Minor Account](#)" means the account you as a minor between the ages of 13 and 17 are accessing to use the Clubs Service.

(i) Invitation: Only Outside School Learner Users who have been given consent to access the Outside School Clubs Services by their parent or guardian may use the Outside School Clubs Service. You may not access or use the Outside School Clubs Services unless you are invited or given access to the Outside School Clubs Services by (i) an Outside School Clubs Facilitator who is authorized to give you access to the Outside School Clubs Services (including giving you a unique code to allow you to set up your own Outside School Minor Account) or (ii) your parent, (a) who must create your Outside School Clubs Child Account (for under 13 Users) and (b) may create your Outside School Minor Account on the Clubs Service.

(ii) Account Creation: If you are under 13 years of age, and you want an Outside School Clubs Child Account, you will need to receive a unique code from your Outside School Clubs Facilitator and then have your parent create your Outside School Clubs Child Account after we have obtained [parental consent](#) from them. This Consent is provided during the process of their creation of a parent account linked to your Outside School Clubs Child Account). If you are over 13 years of age, and you want an Outside School Minor Account, you will (a) need to receive a unique code from your Outside School Clubs Facilitator to create your own account or (b) have your parent create your Outside School Minor Account for you.

(iii) Consent: Children under the age of 13 are prohibited from using the Clubs Services without Consent from their parent/guardian. By using an Outside School Clubs Child Account or Outside School Minor Account on the Clubs Service, you promise that, if requested during your use of the Clubs Service, you provided your real age and that you are either (a) over the age of 13; or (b) if under 13 that your parent has set up your Outside School Clubs Child Account and that any response sent to GWC in response to GWC seeking your parent's consent comes from your parent or legal guardian.

(iv) Outside School Learner User Content: Outside School Clubs Facilitators/GWC will [review](#) any User Content you as an Outside School Clubs Learner upload to the Clubs Service in the [Project Gallery](#) prior to the User Content appearing in the Project Gallery.

Similarly, Outside School Clubs Facilitators/GWC may [review](#) any User Content you as a Clubs Student provide as part of curricular activities on Clubs-HQ. Once a project has been approved, Outside School Learner Users in your Clubs and any other GWC Club, as well as your Outside School ClubsFacilitator and parent, may see your User Content. If you are an Outside School Learner User, please do not provide any Personal Information about yourself to us, other than what we request from you when you use the Clubs Servicesor as directed by your parent or Outside School Clubs Facilitator.

(v) Combined Clubs Accounts: If you are using the Clubs Services as an Outside School Learner User AND a Clubs Student User, any User Content that you as an Outside School Learner User upload to the Clubs Services can be viewed by your connected parents or legal guardians but will not be viewable by your Teacher Facilitator in your Clubs Student Account. Please see our [FAQ](#) for more details.

2.2(b) Outside School Host Staff Account Registration

Host Staff facilitate Outside School Clubs and enroll participants by inviting Outside School Learner Users to register for their Club. To set up and send an invitation to that Club, a Host Staff member must register for a GWC Clubs Account. The following terms apply to you as a Host Staff User:

(i) To send out invitations to Outside School Learner Users in your Club, you will first need to set up your own Host Staff Account. After completing registration, you will be

(i) provided a Clubscore and the opportunity to share this code with your Outside School Learner Users. Outside School Minor Users, with their parent or legal guardian permission, can then register for their own Outside School Minor Account. If your Clubs serves children under the age of 13, their parent or legal guardian is required to set up the child's account and input the Clubs code themselves. As an Outside School Staff, you cannot set up an Outside School Clubs Child Account.

(ii) Permissions and Authority to act on behalf of your Host Site or Community Partner:

You agree that you are acting as, on behalf or, or with the permission of your Host Site or Community Partner to enter into this Agreement and to register and use the Clubs Services as part of your activities. Only Host Staff who are currently under the control (ex. Employees, Volunteers) of the Host Site or Community Partner may use the Clubs Services on the Host Site or Community Partners' behalf. The Host Staff is responsible for obtaining any necessary approvals from their Host Site or Community Partner before using the Clubs Service. Upon termination or dismissal of a Host Staff within the Host Site or Community Partner, such individual must return and cease using all login details and Outside School Learner User access they have in their possession. If at any time

you learn a User of the Clubs Services claims to be affiliated with your Host Site or Community Partner who is not, in fact, affiliated with your Host Site Community Partner, you must notify GWC immediately at privacy@girlswhocode.com.

(iii) Acknowledgement of COPPA for Outside School Clubs Child User: You further understand and acknowledge that COPPA prohibits online service providers from knowingly collecting [Personal Information](#) from children under 13 years of age without Consent and you understand that GWC will not let children under the age of 13 use the Clubs Services unless GWC obtains [Consent](#) from the child's parent or legal guardian through the process of having them create an Outside School Clubs Child Account for their child on GWC Clubs-HQ. GWC will not provide use of Outside School Clubs Child Accounts or access to the Clubs Services to children under the age of 13 if we are unable to obtain parent or legal guardian Consent, and you acknowledge that you will not provide Clubs Services within your Clubs to any child without said consent.

(iv) Responsible for Your User Content and Outside School Learner User Content. You are solely responsible for reviewing all Outside School Learner User submitted content within your Clubsprior to these being posted on the Outside School Learner User's profile or any of the optional content activities in Section "Optional Activities within Outside School Clubs" (including any Personal Information contained therein if not removed by you) on the Clubs Services and for ensuring that such submissions meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "[Your Information and Content](#)" and the "[Acceptable Use and Conduct](#)" Sections. You are also responsible for your own submissions, including those activities listed in this Section 2.2, and ensuring they meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "[Your Information and Content](#)" and the "[Acceptable Use and Conduct](#)" Sections.

2.2(c) Outside School Clubs parent Account Registration

If you are at least 18 years of age and you are the legal parent or guardian of an Outside School Clubs Child User or Outside School Minor User, you can create a parent User account on the Clubs Service. With a parent Account, you may then (i) create either an Outside School Clubs Child Account or Outside School Minor Account for your child on the Clubs Servicesor (ii) if your child is over 13, allow your child to create their own Outside School Minor Account. The following terms apply to you as a parent User:

(i) Creating Your Child's Outside School Clubs Child Account or Outside School Minor Account: If you would like to create your child's Outside School Clubs Child Account or Outside School Minor Account at home, you must first have created a parent User

Account on GWC Clubs-HQ. **IF YOU REGISTER OR CREATE AN ACCOUNT FOR, APPROVE OR CONSENT TO THE REGISTRATION OF, OR OTHERWISE ASSUME RESPONSIBILITY FOR ANY CHILD USER UNDER 18, YOU REPRESENT AND WARRANT THAT YOU ARE SUCH CHILD USER UNDER 18'S LEGAL PARENT OR GUARDIAN AND YOU AGREE TO BE BOUND BY THIS AGREEMENT ON BEHALF OF SUCH CHILD USER UNDER 18, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE SERVICES BY THE CHILD USER UNDER 18.**

- ***If you child is under 13:***

To create your child's Outside School Clubs Child Account, we will first require your [Consent](#). In order to comply with COPPA and similar laws in other applicable jurisdictions, which govern the online collection of data from children, GWC may take additional steps to verify that the user granting permission for the creation of a child's Student Account or Outside School Clubs Child Account is his or her parent or legal guardian. The current ways in which we seek to verify are set forth in our [FAQ](#).

To set up your child's Outside School Clubs Child Account, you will first need to set up your own parent Account. You will then be prompted (i) to enter the code for your child's Outside School Clubs and (ii) you will be prompted to give consent for your child to participate in that Outside School Clubs and to set up an Outside School Clubs Child Account. You will then be able to set up your child's Outside School Clubs Child Account, enabling them to login, or otherwise allowing them to access and use the Service in their Outside School Club.

If your child has both an Outside School Clubs Child Account and a Clubs Student Account, those accounts will be linked, but content from your child's School Clubs Account will not be viewable to Outside School Clubs users.

- ***If your child is 13-17:***

While your child may set up their own account with your parental consent if they are 13 years of age or older, we know that in some circumstances parents may want to set up the account for them. To create your child's Outside School Minor Account, we will first require your [Consent](#). In order to comply with COPPA, CCPA, and similar laws in other applicable jurisdictions, which govern the online collection of data from minors, GWC may take additional steps to verify that the user granting permission for the creation of a minor's Outside School Minor Account is his or her parent or legal guardian.

(ii) Your Consent: To create your child's Outside School Clubs Child Account or Outside School Minor Account, we will first require your Consent. In order to comply with data privacy laws like COPPA, CCPA, and similar laws in other applicable jurisdictions, which govern the online collection of data from children under 13 and/or minors under 18, GWC may take additional steps to verify that the User granting permission for the creation of a child's Outside School Clubs Child Account or Outside School Minor Account is their parent or legal guardian. The current ways in which we seek to verify are set forth in our [FAQ](#). Any Outside School Clubs Child Account or Outside School Minor Account you create for your child for Clubs outside of a school setting will also be linked with the Clubs Student Account (if both exist), but only certain content will be viewable by the child's Teacher Facilitator. Please see our [FAQ](#) for more details.

This Consent may be obtained either by GWC through your process of setting up your child's Outside School Clubs Child account or Outside School Minor Account: you will be prompted to acknowledge and provide consent for the creation of your child's account, and then asked to provide the Outside School Clubs code that will connect your child's account with their Outside School Club.

If you are the parent or legal guardian of a child who is using the Service and you did not give Consent while setting up your child's Outside School Clubs Child Account, you can email us at privacy@girlswhocode.com to have that child's Outside School Clubs Child Account deleted.

(iii) Responsible for Your User Content and Outside School Learner User Content. You are responsible for reviewing all Outside School Learner User submitted content created by your child being posted on the Outside School Learner User's profile or any of the optional content activities in this Section 2.2 (including any Personal Information contained therein if not removed by you) on the Clubs Services and for ensuring that such submissions meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "[Your Information and Content](#)" and the "[Acceptable Use and Conduct](#)" Sections. You are also responsible for your own submissions, including those activities listed in Section "Optional Activities within Outside School Clubs", and ensuring they meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "[Your Information and Content](#)" and the "Acceptable Use and Conduct"

2.3 Linked Clubs and non-Clubs Accounts

GWC Clubs Accounts are all housed within the GWC Clubs-HQ Site. This means, where relevant, Clubs Users' Outside School Child Account or Outside School Minor Account

and Clubs Student Accounts may be accessed by the same login credentials "Linked Accounts". The Linked Accounts will use the same login to access both accounts, but the product data for in-school and out of school use is stored separately and only certain content will be viewable by School Staff or Host Staff.

Student Data shall not include information that a Clubs Student User or parent User provides to GWC through such Outside School Child Accounts or Outside School Minor Accounts independent of that Student's or parent's engagement of the Clubs Services at the direction of the Institution. Prior to the termination of Clubs Student Accounts (or this Agreement) at the direction of School Staff or the Institution, GWC may, at the request of School Staff or the Institution, or the Student or the Student's parent or legal guardian, transfer Student Generated Content (as that term is defined in the Student DPA and/or various Privacy Laws) to a separate Outside School Account (either an Outside School Clubs account OR an non-Clubs Account for "Direct Programming") instead of deleting such content to enable ongoing ownership by Clubs Student Users or parent Users. Transfer in this case may mean retaining the Student Generated Content within the previously created and Linked Outside School Child Account or Outside School Minor Account upon any request to delete the Clubs Student Account by the Institution.

2.4 Registration and Security

As a condition to using the Clubs Service, you may be required to register with GWC and select a password and username or provide additional contact information ("GWC User ID"). Alternatively, a parent may create accounts and logins for Clubs Student Users or Outside School Learner Users ("Minor Login(s)"). When you register or create a Minor Login, you must provide GWC with accurate, complete, and updated GWC User ID and Minor Login information. You may not select or use as a GWC User ID or Minor Login, a name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself without permission. Girls Who Code reserves the right to refuse registration or to cancel a Girls Who Code User ID or Minor Login at its discretion.

You shall be responsible for maintaining the confidentiality of your login credentials, GWC User ID, Minor Login, password or ("Account Credentials") and will not share with anyone or let anyone else access your Account Credentials or account. You may not transfer your Account Credentials or account to anyone without express prior written consent of GWC. GWC will not be liable for any direct or indirect loss that you may incur as a result of someone else using your Account Credentials, either with or without your

knowledge or for a failure to comply with this Section. However, you may be held liable for losses incurred by GWC or another party due to someone else using your Account Credentials.

You expressly agree to (a) immediately notify GWC of any unauthorized use of your account or any other breach of security of your Account Credentials, account or a child's Personal Information, and (b) ensure that you properly logout from your account at the end of each session.

You represent, warrant and covenant that (1) all Account Credential information you submit is truthful and accurate, and (2) if you are setting up a Minor Login that you have obtained any and all necessary rights, permissions, or consents to access, setup, monitor, use or disclose any data from such accounts of other Users.

3. Using the Clubs Services

3.1 Permission to use the Clubs Service

As long as you are complying with all of the terms and conditions of this Agreement, GWC gives you permission to access and use the Clubs Services and Clubs HQ solely for the purpose of participating in GWC Clubs programing. Access to and use of the Clubs Services is free, and the Clubs Services is available for your personal, noncommercial use and should only be used for [Educational Purposes](#).

The Clubs Services and Clubs HQ are intended to be used in the United States of America only. By using the site, you acknowledge that you are using it within the United States of America. The right to access and use the Clubs Services is revoked in jurisdictions where it may be prohibited, if any.

3.2 Changes to the Clubs Service

We are constantly changing and improving our Clubs Services. We may add or remove functionalities or features, and we may suspend or stop a Clubs Services altogether, including, for example, if you do not comply with this Agreement or if we are investigating suspected misconduct. You can stop using our Clubs Services at any time, although we'll be sorry to see you go. We may also add or create new limits to our Clubs Services or restrict your access to all or a part of the Service at any time without notice or liability. *If you are a part of a School Club and your school district has signed a DPA and/or other contractual agreement with GWC, the terms within the Agreement control; in*

the event of a change to the Clubs Terms of Service that contradicts your school district's agreement, your school districts agreement will take precedence.

We believe that you (or your school as applicable) own your data and preserving your access to such data is important. If we discontinue a Clubs Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Clubs Service. Please see our Data Retention Schedule for more information.

3.3 Restrictions to use of the Clubs Service

Except as expressly permitted under this Agreement, you agree that your permission to use the Service is conditioned upon you following all the restrictions set forth in the [GWC Clubs HQ Technology and Acceptable Use Policy sections](#).

4. Intellectual Property and User Content: Clubs Services & Clubs-HQ Technology

4.1 Definitions

The Clubs Services and Clubs-HQ Technology are intended solely for the personal, non-commercial use of our Users and may only be used in accordance with this Agreement. "Clubs-HQ Technology" means all past, present and future content of the Clubs Service, including, all the software, hardware and technology used to provide the Clubs Services(including GWC proprietary code and third-party software), user interfaces, materials displayed or performed on the Clubs Service, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Clubs Services, and all other intellectual property, including all GWC Materials and all GWC Marks.

"GWC Materials" means any curricular materials, activities, projects, contests, competitions, or other content, in written form, virtual form, video or audio, and any code or technological guidance created for or during the course of GWC delivering the GWC Services.

"GWC Marks" means the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of GWC. These terms do not grant you the right to use any GWC Marks.

Clubs-HQ Technology is protected by copyright and other intellectual property laws. Using our Clubs Services does not give you ownership of any intellectual property rights in our Clubs Services or the Clubs-HQ Technology. You agree that, as between you and GWC, all the intellectual property rights in the Clubs Services and Clubs-HQ Technology, not including User Content (as defined below), are owned by GWC or its licensors.

4.2 Your Information and Content

4.2(a) User Content

In the course of using the Clubs Service, you and other Users may provide or post certain content or information (including, but not limited to):

Projects (as defined below), Curricular Activities (as defined below), User responses to Curricular Activities (either (i) "[Student Curricular Activity Responses](#)" or (ii) "[Minor Activity Responses](#)"), code, photos, videos, avatars, drawings, documents, music, messages sent between (i) Clubs Student Users and School Staff and/or parents ("[Student Generated Content](#)") or (ii) Outside School Minor Users and Host Staff and/or parents ("[Minor Generated Content](#)"), in the case of School Clubs, [Student Data](#) (as defined in the [DPA](#)), and User Feedback (as defined [below](#)) which may be used by GWC in connection with the Clubs Services and which may be visible to certain other Users (collectively "[User Content](#)"). Please visit our [Clubs Privacy Policy](#) for additional information on the types of information different types of Users are able to provide. Additionally, some User Content may be deemed an [Education Record](#) (as defined below).

Users may submit coding projects that link to approved third-party coding platforms to share their Student Generated Content or Minor Generated Content ("[Projects](#)").

School Staff or Host Staff may contribute feedback to activities or submissions, create ClubsCertificates, create derivative works (e.g. completion of assignments) and transmit this data and content to GWC (collectively "[Curricular Activities](#)"). ClubsStudent Users and Outside School Learner Users may respond back to these Curricular Activities ("[Student Curricular Activity Responses](#)" and "[Minor Activity Responses](#)", respectively).

School Staff, Host Staff, and Users may submit feedback, comments or suggestions for improvements to the Services (in written, oral or any other form) ("[User Feedback](#)").

4.2(b) Ownership of User Content

Consistent with applicable law, as between GWC and you, you (or your School as applicable) retain all ownership rights you have in your User Content. GWC does not claim any ownership rights in the User Content. Please note that, while you retain ownership of your User Content, any template or layout in which you arrange or organize such User Content through tools and features made available through any of our Clubs Services are the property of GWC or our service providers.

4.3 License to User Content

4.3(a) User Content

In order to allow GWC to provide the Clubs Service, you hereby grant to GWC a limited, non-exclusive, sublicensable (as necessary to perform the Clubs Service, including distributing Curricular Activities and Projects) worldwide, royalty-free, and transferable (only to a successor) right and license to:

1. use, host, copy, store, distribute, publicly perform and display, publish (in whole or in part), modify, and create derivative works (such as changes we make so that your content works better with our Clubs Service) such User Content as necessary to provide, improve and make the Clubs Services available to you and other Users including through any future media in which the Clubs Services may be distributed;
2. use and disclose metrics and analytics regarding the User Content in an aggregate or other non-personally identifiable manner (including, for use in improving our service or in marketing and business development purposes);
3. use, modify, prepare derivative works, publish, distribute and sublicense User Feedback without any compensation to you;
4. use any User Content (including any Student Data or Education Record) that has been de-identified for any product development, research or other lawful purpose subject to the DPA; and
5. use for other purposes permitted by the [DPA](#) and the [Clubs Privacy Policy](#).

GWC will only share and use your Personal Information in accordance with GWC's current Clubs Privacy Policy at <http://www.girlswhocode/privacy>.

4.3(b) License Termination

The license above will terminate when you, your Institution, your Host Site, or your Community Partner delete (i) any User Content with intellectual property rights (like photos or videos) ("[IP Content](#)"), (ii) personally identifiable information (such as that in Student Data or an Education Record), or (iii) your account.

For School Clubs, any User Content that may be in an Education Record or Student Data (including User Content in or related to messages or Curricular Activity) may be kept after you delete your account for school legal compliance reasons (e.g. maintenance of "education records" under the Family Educational Rights and Privacy Act (FERPA)). Please see the section entitled "Deleting your Account" in our Privacy Policy and our [deletion FAQs](#) for more information. Please also see the DPA signed between your school and GWC. When you delete IP Content, Student Data, Education Records, or Personal Information, while deleted as requested, you understand that any removed User Content may persist in backup copies for a reasonable period of time (though this will not be available to others).

4.4 Your Responsibilities regarding Clubs User Content

4.4(a) Clubs User Rights

You agree that you, your Institution, your Host Site, or your Community Partner, are responsible for making sure that you have all rights in the User Content, including the rights necessary for you to grant GWC the foregoing licenses to the User Content.

- School Clubs

For School Clubs, the Institution or School Staff, as applicable, represents, covenants and agrees on behalf of yourself and your Clubs Student Users that the User has all required rights to submit, post, upload, own, use or disseminate the User Content submitted without violating any third-party rights. You also agree, and on behalf of your Clubs Student Users agree, to ensure that any uploaded User Content complies with the "[Acceptable Use and Conduct](#)" Section. This includes links to third party websites. You are solely responsible for any links you or your Clubs Student Users create to external websites, and agree to verify they comply with Acceptable Use and Conduct. GWC is not liable or responsible for any links created by you or your Clubs Student Users, or for any damages, direct or indirect, arising therefrom.

- Outside School Clubs

For Outside School Clubs, the Host Staff, as applicable, represents, covenants and agrees on behalf of yourself and your Outside School Minor Users that the User has all required rights to submit, post, upload, own, use or disseminate the User Content submitted without violating any third-party rights. You also agree, and on behalf of your Outside School Minor Users agree, to ensure that any uploaded User Content complies with the "[Acceptable Use and Conduct](#)" Section. This includes links to third party websites. You are solely responsible for any links you or your Outside School Minor Users create to external websites, and agree to verify they comply with Acceptable Use and Conduct. GWC is not liable or responsible for any links created by you or your Outside School Minor Users, or for any damages, direct or indirect, arising therefrom.

All information posted or transmitted through the Clubs Services is the responsibility of the person that posted it, and we will not be liable for any errors or omissions in any content. GWC cannot guarantee the identity of any other Users with whom you may interact in the course of using the Clubs Service, or the authenticity of any data which users may provide about themselves. You acknowledge that all content accessed by you using the Clubs Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. You acknowledge that GWC and its designees (such as Host Staff) reserve the right, but shall have no obligation, to pre-screen, filter, edit, remove, refuse to accept, post, display, or transmit any User Content through or on the Clubs Services in whole or in part at any time for any reason or no reason with or without notice and without liability of any kind.

4.4(b) Third-Party Applications

If you use any Third-Party Applications, including without limitation, to create and link or integrate any videos or other content ("[Third-Party Application Created Content](#)") to your account on GWC, it is your responsibility to obtain any and all necessary rights and consents you need, including, without limitation, for any additional photos / videos / music not already part of the GWC Materials, and as necessary to grant us the license set forth in "[Your Information and Content](#)" Section. You are also solely responsible for all Third-Party Application Created Content, and for ensuring that such Third-Party Application Created Content meets all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in "[Your Information and Content](#)" Section and the Community Guidelines. You further acknowledge that any Third-Party Application Created Content is subject to any other disclaimers and rights of GWC with

respect to such content contained in this Agreement, including, but not limited to the [“Your Information and Content”](#) Section. You represent and warrant, in connection with any use of Third-Party Applications, that you: (i) shall comply at all times with all applicable Third-Party Application Terms, including regarding the indirect or direct transfer of any User Content or other data to any third parties; (ii) shall comply with any and all process and guidelines set forth (or that may be set forth) by GWC regarding Third-Party Applications; and (iii) will comply with the Community Guidelines for all content you link to or integrate with the Service through the use of any Third-Party Applications.

4.4(c) Analyzing User Submissions

Our automated systems analyze your User Content (including emails) to provide you personally relevant product features, such as customized search results, and for spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored.

For School Clubs in particular, we will not analyze any Personal Information contained in Educational Records or Student Data for the purpose of providing targeted advertising to Clubs Student Users or parents. This does not (i) prohibit GWC from marketing or advertising directly to parents or other Users so long as the marketing or advertising did not result from the use of Personal Information contained in Educational Records or Student Data obtained by GWC from schools while providing the Service (unless with parental/guardian consent), (ii) prohibit GWC from using aggregate or de-identified data to inform, influence or enable marketing, advertising or other commercial efforts by GWC, (iii) limit the ability of GWC to use Educational Records or Student Data for adaptive learning or customized student learning purposes, or (iv) prohibit GWC from using Student Data or Education Records to recommend educational products and services to parents/guardians, students or School Staff so long as the recommendations are not based in whole or part in payment of other consideration from a third party.

4.5 License to use GWC Technology and Materials

Subject to the terms and conditions of this Agreement, GWC hereby grants to you as an individual User a non-transferable, non-exclusive and limited license to use the Clubs Services, including the GWC Clubs-HQ Technology, GWC Materials, and, with prior written approval (including electronic mail or Clubs PA), the GWC Marks, solely in connection with your participation in GWC Clubs during the Term of this Agreement.

5. Privacy and Security

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our Clubs Privacy Policy and our Children's Clubs Privacy Policy which explains how we treat your [Personal Information](#) and how we use administrative, technical and physical safeguards to protect against unauthorized use, disclosure of, or access to Personal Information. Please see our [Clubs Privacy Policy](#) for a description of the procedures 1) by which a minor, parent or legal guardian of a minor may review, access or delete the Personal Information of a minor; and 2) by which an Institution may [access and delete](#) Education Records.

In addition, where your school district and GWC have entered into a DPA, please review to see additional duties and responsibilities of GWC and your school district regarding your Student Data.

By using our Clubs Service, you agree that GWC can use such data in accordance with our Clubs Privacy Policy. We won't reduce your rights under the Clubs Privacy Policy without your explicit consent. If you are using the Clubs Services on behalf of an institution that has a separate written agreement with GWC, that agreement also governs your use of the Clubs Service.

6. Clubs-HQ Safety

GWC is focused on the safety of our Users on the Clubs HQ-Platform and in our programs and Clubs Services. If you need to report any abuse or inappropriate content taking place on the Clubs Services that has not been addressed directly by (i) your School Staff connected to a School Club, or (ii) your parent, or (iii) you as an adult user, you may do so by reporting the user or content directly to GWC by emailing privacy@girlswhocode.com.

7. Messaging and Email

GWC, on behalf of and at the direction of an Institution, Host Site, or Community Partner, may send parent Users information including, but not limited to, messages that (1) provide information related to a parent User or their child's use of the Clubs Services;

(2) supply information that the User requests; or (3) respond to User inquiries regarding their account or participation in GWC.

If you are an Outside School Clubs Users over 13 and have provided GWC directly with your email, you further agree that we may send you messages, invites, alerts, and other communications through the Clubs Service, including via email, web alert, push notifications and other similar means, for the purpose of sharing additional opportunities and/or further information about GWC activities.

If you are a User participating in a School Club, GWC may send you messages through the Clubs Service, including via email, web, text messages, push notification or other similar means, for the sole purpose of sharing educational opportunities related to your participation in the Clubs Services.

If you are an adult Clubs User (18 years and older), and not enrolled as a Clubs Student, you may also receive messaging providing information about Clubs Services, including via email, web, text messages, push notification or other similar means, for programmatic or promotional purposes.

IF YOU WISH TO OPT OUT OF MESSAGES FROM GWC, YOU CAN EMAIL PRIVACY@GIRLSWHOCODE.COM FROM THE EMAIL ACCOUNTS FROM WHICH YOU ARE RECEIVING THE MESSAGES. You may continue to receive messages for a short period while we process your request, including a message confirming the receipt of your opt-out request. Your agreement to receive marketing emails is not a condition of your use of the Clubs Service.

8. Third Party Content and Websites

Content from other Users and third parties, including information about third-party products and services, is made available to you through the Service ("Third-Party Content"). Additionally, the Service may contain links to third-party websites (e.g. YouTube educational videos) that are not owned or controlled by GWC and includes features that may allow you to interact and communicate with third parties ("Third-Party Websites"). The inclusion of Third-Party Content and links to Third-Party Websites on the Clubs Services does not imply GWC has any affiliation with or endorses such Third-Party Content or Third-Party Websites.

Because we do not control Third-Party Content or Third-Party Websites, you agree that we are not responsible for any such Third-Party Content or Third-Party Websites, including the accuracy, integrity, quality, legality, usefulness, safety or intellectual

property rights of or relating to such Third-Party Content or Third-Party Websites (including privacy policies or opinions expressed on the Third-Party Websites and how these Third Party Websites may use User information). When you access Third-Party Websites or interact or communicate with third parties through the Clubs Service, you do so at your own risk. You are solely responsible for (i) your interactions with Third-Party Content and Third-Party Websites and (ii) your determination as to whether such Third-Party Content and Third Party Websites are appropriate or acceptable to you.

You understand that using the Clubs Services and interacting with Third-Party Content or Third-Party Websites could subject you to third-party fees, terms and/or policies, such as a privacy policy, and you agree to pay all those fees and to follow those terms and policies.

9. Modification to Agreement

Outside School Clubs Users:

We may modify this Agreement or Guidelines from time to time to, for example, reflect changes to the law or changes to our Clubs Services. You should look at the Agreement periodically for changes. We'll post notice of modifications to this Agreement on this page or elsewhere in the Clubs Services and/or as required by law. Changes will not apply retroactively. Changes will be effective immediately. We may require you to accept the modified Agreement or Guidelines in order to continue to use the Clubs Service. Your continued use of the Clubs Services, following notice of the changes to the Agreement or Guidelines, constitutes your acceptance of our amended terms, policies or guidelines. If you do not agree to the modified Agreement, you should discontinue your use of the Clubs Service.

For School Clubs Users:

GWC will not change how Personal Information contained in Education Records or Student Data are used or shared under these Clubs Terms of Service without advance notice, including prominent notice to affected Users. If a change in the use of Personal Information contained in Education Records or Student Data shared in this Clubs Terms of Service has a materially adverse impact on Clubs Student Users, School Staff or the Institution must notify GWC within thirty days of receiving the notice of change as described under Section 15 "[Contact Information](#)" below. If School Staff or the Institution give such notice to GWC as required, then the Clubs Student Users and Institution will remain governed by the Clubs Terms of Service in effect immediately prior to the change, until the end of the then current Term of the Institution's Student

DPA (or the end of the current school term in absence of a DPA). If the Service is renewed, they will be renewed under GWC's then current Clubs Terms of Service.

10. Your Representations and Warranty

You warrant, represent and agree that you will not provide User Content or use the Clubs Services in a manner that (i) infringes, violates or misappropriates another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render GWC in violation of any applicable laws or regulations, including without limitation, COPPA, state student privacy laws, and FERPA (the "Laws"); (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account or the Clubs Services in any way, such as allowing someone else access to your account or password or submitting User Content that contains viruses. Additionally, you represent, warrant and agree that you (i) possess all rights necessary to provide your User Content and grant GWC the rights in this Agreement (ii) you will comply with the Laws in connection with your use of the Clubs Service; and (iii) you are solely responsible for providing notices and obtaining consents required by applicable Laws for Clubs Student Users to use the Clubs Services or to provide User Content, including compliance with the applicable provisions of COPPA when obtaining School Consent.

10.1 Acceptable Use and Conduct

We do our best to keep GWC safe, but we cannot guarantee it. We need your help to keep GWC safe, which includes the following commitments by you when using our Clubs Service:

1. You will only use the Clubs Services as permitted by any Law.
2. You will not post unauthorized commercial communications (such as spam, promotional emails, or advertisements) on or through the Clubs Services.
3. You will not upload viruses or other malicious code, files or programs to the Clubs Services.
4. You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.
5. You will not use the Clubs Services to violate a person's right to privacy or publicity or otherwise collect, use or disclose data, including Personal Information, about other users without their consent or for unlawful purposes or in violation of any Law.

6. You will not post or approve any User Content or use the Clubs Services in a manner that infringes, violates or misappropriates any third-party's intellectual property rights or other proprietary rights, privacy rights or contractual rights.
7. You will not bully, intimidate, or harass any User or use the Clubs Services in any manner that is threatening, abusive, violent, or harmful to any person or entity.
8. You will not use the Clubs Services in any way to upload, post, transmit, email or otherwise distribute content that: is hate speech, discriminating, defamatory, threatening, pornographic or obscene; incites violence; contains nudity or graphic or gratuitous violence; or is otherwise objectionable as reasonably determined by GWC.
9. You will not use the Clubs Services to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
10. You will not do anything that could disable, overburden, or impair the proper working or appearance of the Clubs Services or prevent other Users from using the Clubs Service, such as a denial of service attack.
11. You will not access (or attempt to gain unauthorized access) to the Clubs Services or to GWC's systems by any means other than as permitted in this Agreement or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Clubs Service.
12. You will not circumvent, disable or otherwise interfere with security related features or features that prevent or restrict use or copying of any User Content or Clubs-HQ Technology or enforce limitations on use of the Clubs Services or the User Content and Clubs-HQ Technology.
13. You will not run, license, rent, lease, loan, distribute, or sell access to the Clubs Services or the Clubs-HQ Technology.
14. You will not build (or assist a third-party in building) products or services in competition with GWC, or access the Clubs-HQ Service to build a product using similar ideas, features, functions, interface or graphics of the Clubs Service.
15. You will not use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Clubs-HQ Technology for any purposes other than as expressly permitted under this Agreement.
16. You will not decompile, reverse engineer, disassemble, or otherwise attempt to obtain the source code of any Clubs-HQ Technology.
17. You will not remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along with our Clubs Services or Clubs-HQ Technology or other products, or otherwise use any of the Clubs-HQ Technology

in a manner that creates the impression that the Clubs-HQ Technology and/or the Clubs Services belongs to you.

18. You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Clubs Service, including any Users' content or information, or otherwise access the Clubs Service, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file, or "well-behaved" web services/RSS/Atom clients. We reserve the right to define what we mean by "well-behaved."
19. You will not employ misleading email addresses, IP addresses, or otherwise manipulated identifiers to disguise the origin on any content transmitted to or through the Clubs Service.
20. You will not use the Clubs Services in any commercially unreasonable manner or in any manner that would disparage GWC.
21. You will not impersonate a GWC employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.
22. You will not copy, modify, or distribute any text, graphics, or other material or content available through the Clubs Services without GWC's prior written permission, or if such content is a User's Content, without the prior written consent of such User.
23. You will always comply with any Community Guidelines provided as part of your participation in the Clubs Services.

Any violation of the above may be grounds for termination of your right to access or use the Clubs Service.

10.2 WARRANTY DISCLAIMER

This section applies whether or not the services provided under the Site are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.

THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. GWC HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. GWC DOES NOT GUARANTEE THAT THE SITE WILL BE

FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE SITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT GWC WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SITE BY A THIRD PARTY.

GWC DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT THAT APPEARS IN A USER SUBMISSION, AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND DISCLAIMS ALL LIABILITY FOR, ANY SUCH CONTENT.

YOU SPECIFICALLY ACKNOWLEDGE THAT GWC SHALL NOT BE RESPONSIBLE FOR THE USER SUBMISSIONS OR CONDUCT (INCLUDING DEFAMATORY, OFFENSIVE, ILLEGAL, OR NEGLIGENT CONDUCT) OF ANY SITE USER AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

YOUR RELIANCE ON, OR USE OF, ANY USER SUBMISSION, OR INTERACTION WITH ANY SITE USER OR OWNER, IS AT YOUR SOLE RISK. IF YOU HAVE A DISPUTE WITH ANY SITE USER OR OWNER IN CONNECTION WITH THE SITE OR ANY USER SUBMISSION, YOU AGREE THAT GWC IS NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. GWC RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

THIS SERVICE MAY CONTAIN TRANSLATIONS POWERED BY GOOGLE. GOOGLE DISCLAIMS ALL WARRANTIES RELATED TO THE TRANSLATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, RELIABILITY, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, GWC DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.

10.3 LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, GWC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF GWC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. *Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.* **IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GWC FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO GWC FOR USING THE SITE DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM OR ONE HUNDRED DOLLARS (\$100).**

10.4 Indemnity

You agree, to the extent permissible by your state's laws, to indemnify, hold harmless and defend GWC and our affiliates, our respective officers, directors, employees and agents, from and against all damages, losses, demands, liabilities, judgments, settlements, costs and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third-party relating to or arising out of (i) your access to, use, or misuse of the Clubs Services, (ii) your breach of alleged breach of this Agreement, (iii) your failure to comply with applicable Laws (including any failure to obtain or provide any necessary consent), (iv) the infringement by you or any third-party using your account of any intellectual property, privacy, or other right of any person or entity, including in connection with your Clubs User Content, or (v) your breach or alleged breach of any interaction, agreement, or policy between you and any other Clubs Users.

GWC 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 GWC. GWC will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

10.5 User Interactions and Release

Clubs User Disputes. GWC is not responsible for the actions, content, information or data of other third parties, including other Clubs Users. You are solely responsible for your interactions with other users of the Clubs Services, and any other parties with whom you interact through the Clubs Service. GWC reserves the right, but has no obligation, to become involved in any way with these disputes.

Release. If you have a dispute with one or more Clubs Users, you release GWC (and our officers, directors, agents, subsidiaries, successors, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. If you are a California resident, you waive California Civil Code §1542, which says: "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 settlement with the debtor." And, if you are not a California resident, you waive any applicable state statutes of a similar effect.

10.6 Copyright Protection

It is GWC's policy to respect the legitimate rights of copyright owners. Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (the "DMCA"), we have designated an agent (specified below) to receive notifications of claimed copyright infringement on its sites. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of subscribers who are repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information in accordance with the DMCA:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on GWC's Clubs Site, with enough detail that We may find it on our Site; providing URLs in the body of an email is the best way to help us locate content quickly;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our agent for notice of claims of copyright infringement can be reached as follows:

Sarah Goldberg
Girls Who Code, Inc.
1250 Broadway, Floor 17
New York, NY, 10001
Email: legal@girlswhocode.com

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

11. Term and Termination

This Agreement shall remain in full force and effect while you use the Clubs Services unless your account is terminated as provided in this Agreement ("Term").

Termination by GWC

User accounts: GWC may suspend or terminate your access to the Clubs Services or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the loss of information associated with your account. Upon termination of your account, your right to use the Clubs Services will immediately cease. GWC shall bear no responsibility or liability to you or any third party for any damages or claims resulting from or in connection with such actions, including the loss of information associated with your account.

The following does not apply in the unforeseen circumstances in which GWC ceases operations or files for bankruptcy at which point GWC may terminate or suspend all User accounts and licenses with or without notice to you, and with no liability to you. We believe that you (or your school as applicable) own your data and preserving access to such data is important. If we discontinue the Service (such as if we went out of business), where reasonably possible, we will give you advance notice and a chance to get information out of the Clubs Service.

For School Clubs, termination by School Staff

School Staff may terminate their use of the Clubs Services(or their account) or a Clubs Student Account at any time by contacting us at privacy@girlswhocode.com provided, however, that an Institution may require satisfaction of certain requirements before School Staff can terminate their account or before a Clubs Student Account can be terminated. Prior to the termination of Clubs Student Accounts (or this Agreement) GWC, at the request of School Staff or the Institution, or the Clubs Student or the Clubs Student's parent or legal guardian, transfer Student Generated Content (as that term is defined in the Student DPA and/or various Privacy Laws) to an Outside School Club sAccount or Non-Clubs Account (see [Linked Clubs and non-Clubs Account section](#)) instead of deleting such content to enable ongoing ownership by Clubs Student Users or parent Users.

For Outside School Clubs, termination by Parents

As a parent, if you created your child's Outside School Child Clubs Account or Outside School Minor Account, you can also terminate your child's account by contacting us at privacy@girlswhocode.com, although we will need to verify your identity (such as requiring that you send the request to us from the same email address you used to provide your consent to activate the student account originally).

Please see our [FAQ](#) for what information is deleted when you terminate or delete your account.

12. Dispute Resolution

Disputes

In the interest of resolving disputes between you and GWC in the most expedient and cost-effective manner, you and GWC agree that, except as provided in subsection (b) below, **ANY DISPUTE, CONTROVERSY OR CLAIM ARISING UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT (EACH, A "Dispute") SHALL BE RESOLVED ONLY BY FINAL AND BINDING BILATERAL ARBITRATION.** Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Except as provided in subsection (b) below, our agreement to arbitrate disputes includes, but is not limited to, all claims arising out of or relating to any aspect of these Clubs Terms of Service, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Clubs Terms of

Service. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE CLUBS TERMS OF SERVICE, YOU AND GWC ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** Unless you and GWC expressly agree otherwise in writing, the arbitration will take place in-person in New York, New York.

Arbitration Rules

- You and GWC hereby further agree that the Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("FAA") applies to these Terms to arbitrate.
- Unless you and GWC expressly agree otherwise in writing in respect of a Dispute, the arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS"), pursuant to JAMS Streamlined Arbitration Rules and Procedures ("JAMS Streamlined Rules"), as modified by these Terms, and consistent with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness ("JAMS Consumer Fairness Standards"). The arbitrator must honor the terms and conditions of this Agreement (including all liability exclusions and limitations).
- Notwithstanding JAMS Streamlined Rule 8(b), you and GWC agree that any dispute as to the arbitrability of a Dispute brought by either you or GWC shall be resolved by a court of competent jurisdiction.

Exceptions

Notwithstanding subsection (a), we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.

No Class Action Arbitrations

THIS ARBITRATION AGREEMENT DOES NOT ALLOW CLASS ARBITRATIONS. YOU AND GWC ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL BASIS. UNLESS YOU AND GWC EXPRESSLY AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S DISPUTE WITH ANY OTHER PARTY'S DISPUTE(S), AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING. The arbitrator's decision and award is final and binding, with some exceptions under the FAA.

Small Claims Court

Notwithstanding the foregoing, either party may bring an individual action in a small claims court for Disputes within the scope of such court's jurisdiction. This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against GWC on your behalf.

Opting Out of this Mandatory Arbitration

You can decline this agreement to arbitrate by contacting legal@girlswhocode.com within thirty (30) days of the date you initially agreed to be bound by these Terms ("Effective Date") and stating that you (include your first and last name, as well as your mailing address) decline this arbitration agreement ("Opt-Out Notice"). Furthermore, and notwithstanding the provisions regarding modification of this Agreement, if GWC changes this Dispute Resolution Section after the Effective Date, you may reject any such change by providing GWC written notice of such rejection to GWC within thirty (30) days of the date such change became effective. In order to be effective, the notice must include your full name and clearly indicate your intent to reject the change(s) to this Dispute Resolution Section. By rejecting such change(s), you are agreeing that you will arbitrate any Dispute between you and GWC in accordance with the provisions of this Dispute Resolution Section as of the Effective Date (or the date you accepted any subsequent changes to this Agreement), unless you declined this arbitration agreement in the manner described above. The remaining provisions of this Clubs Terms of Service will not be affected by your Opt-Out Notice.

Notice; Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). GWC's address for Notice is: Girls Who Code, Inc., 1250 Broadway, Floor 17, New York, NY, 10001, United States of America. The Notice must (a) describe the nature and basis of the claim or dispute; (b) set forth the specific relief sought ("Demand"), and (c) identify the name or account of the party making the claim. We agree to use good faith efforts to resolve the claim directly, but If we do not reach an agreement to do so within 30 days after the Notice is received, you or GWC may commence an arbitration proceeding.

During the arbitration, the amount of any settlement offer made by you or GWC shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

Confidentiality of Decisions

All aspects of the arbitration proceeding, including but not limited to the decision and award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain its confidentiality, unless (and in such cases, only to the extent) otherwise required by applicable Law. This paragraph shall not prevent a party from submitting to a court of competent jurisdiction any information necessary to enforce an arbitration award, or to seek equitable relief.

Waiver of Jury Trial

In the event any litigation should arise between you and GWC in any court of competent jurisdiction in a proceeding to vacate or enforce an arbitration award **YOU AND GWC HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL**, instead electing that the proceeding be resolved by a judge. The arbitrator may award declaratory or injunctive relief only in favor of the plaintiff/claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable Law. GWC will not seek, and hereby waives all rights GWC may have under applicable Law, to recover attorneys' fees and expenses if GWC prevails in arbitration, unless you assert a frivolous claim.

13. Notice to California Residents

If Clubs User is a California resident, under California Civil Code Section 1789.3, User may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, CA 95834, or by phone at (800) 952-5210 in order to resolve complaints.

13.1 Service Provider under the CCPA

GWC shall be considered a "Service Provider" to Institutions located in California as that term is defined under the California Consumer Privacy Act, as amended by the California

Privacy Rights Act and its implementing regulations (collectively the “CCPA”) and as such agrees to comply with all applicable provisions of the CCPA that apply to service providers. GWC will notify the Institution, Host Site, or Community Partner if it can no longer meet these obligations under the CCPA. The business purpose (as defined by the CCPA) for which GWC is processing Personal Information of the Institutions’ Clubs Users shall be set forth in the Student DPA and such Institution is disclosing this Personal Information only for this limited and specified business purpose. In addition to those restrictions set forth in the Student DPA, GWC agrees not to (i) sell or share (as those terms are defined under the CCPA) Personal Information of the Institution’s, Host Site’s, or Community Partner’s Clubs Users collected by GWC (ii) retain, use, or disclose the Personal Information of the Institution’s, Host Site’s, or Community Partner’s Clubs Users collected by GWC for any purpose other than the business purpose (as defined under the CCPA) set forth in the Student DPA or as otherwise permitted by the CCPA; (iii) retain, use, or disclose the Personal Information of the Institution’s, Host Site’s, or Community Partner’s Clubs Users collected by GWC for any commercial purpose other than the business purpose (as defined under the CCPA) set forth in the Student DPA or as otherwise permitted by the CCPA; (iv) retain, use, or disclose the Personal Information of the Institution’s, Host Site’s, or Community Partner’s Clubs Users collected by GWC outside the direct business relationship between GWC and the Institution, Host Site, or Community Partner, unless expressly permitted by the CCPA.

14. Miscellaneous

14.1 Entire Agreement

This Agreement shall constitute the entire agreement between you and GWC concerning the Clubs Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. GWC shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond GWC's reasonable control. This Agreement is not assignable, transferable or sublicensable by you except with GWC's prior written consent. GWC may transfer, assign or delegate this Agreement and its rights and obligations without restriction. Except with respect to the DPA which shall be governed by the laws set forth in the DPA, this Agreement is governed by and construed in accordance with, and

subject to the exclusive jurisdiction of, the laws of the State of New York without regard to the conflict of laws provisions thereof. Unless and solely to the extent that you or your Institution, Host Site, or Community Partner have a separate written agreement with GWC that governs your use of the Clubs Services (in which case such agreement will control), both Parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that the Agreement may not be modified, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Clubs Site will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind GWC in any respect whatsoever. **YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE CLUBS SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

14.2 Independent Contractors

You and GWC are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and GWC. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of GWC.

14.3 Survival

This Section 14.3 and Section 4 (Intellectual Property and User Content: Clubs Services & Clubs-HQ Technology), Section 5 (Privacy and Security), 10.2 (Warranty Disclaimers), 10.3 (Limitation of Liability), 10.4 (Indemnity), and 10.6 (Copyright Protection), Section 11 (Term and Termination), Section 12 (Dispute Resolution), Section 14.1 (Entire Agreement) and Section 14.2 (Independent Contractors), as well as any other provisions regarding indemnification, warranty, liability and limits thereon, and confidentiality and/or protections for proprietary rights, intellectual property rights, or trade secrets, shall survive termination of these Terms.

14.4 Information Description

We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Site is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole

judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.

14.5 Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by GWC without restriction or notification to you. Any prohibited assignment shall be null and void.

15. Contact Information

For information about how to contact GWC, please visit our [contact page](#).
