# Acceptable Use Policy

Compliance with U.S. Laws. If you are using our Services in the United States you agree that:

You shall comply with and provide any notices and obtain any consent required under the Family Educational Rights and Privacy Act and the U.S. Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"), the Children's Online Privacy Protection Act of 1998, as amended ("COPPA") and all other applicable laws, rules or regulations concerning the collection, use, and disclosure of personally identifiable information about Users (collectively, "Applicable Privacy Law"), including reviewing disclosures regarding use of the Services, our Terms, and our Privacy Policy, and providing any consent required from Parents to extent required under COPPA FERPA, or other Applicable Privacy Law.

1. PROHIBITION ON SHARING CONTENT

You are prohibited from using our Services to share content that:

a. uses any portion of the Services, website, or access to the Services or website, to reproduce, duplicate, copy sell, resell or otherwise exploit, for any commercial use or purpose unless expressly permitted by Brain Builder in writing, it being understood that the Services and related services are intended for personal, non-commercial use only;

b. except as expressly permitted by these Terms, rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses for any Services Materials;

c. post, upload, generate, promote, or distribute any defamatory, discriminatory (including discriminatory references about religion, race, sexual orientation, gender, nationality, or ethnic origin), libelous, or inaccurate User Content or other content;

DRAFT

d. post, upload, generate, promote, glorify, or distribute any User Content or other content or related activities that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, sexually explicit, harassing, threatening, embarrassing, distressing, invasive of another's privacy, vulgar, hateful, hate speech, promoting of violence, self-harm, harm to others (individuals, society or organizations), hostility, misleading political speech or electoral or political campaign materials, false or misleading content, misinformation, malware, content intended to cause harm, or otherwise inappropriate; Please remember that our users can be under the age of 13.

e. uses the Services in any manner that is harmful to minors or in any manner that violates Brain Builder's Terms of Use;

f. impersonates any person or entity, falsely claim an affiliation with any person or entity, or access the Services accounts of others without permission, create accounts via bots or other automated means, mislead any person regarding whether Output generated by or through use of the Services is human-generated, or perform any other fraudulent activity;

g. uses the Services to commit any act of educational or academic dishonesty;

h. develops, supports or uses software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy lessons or other data from the Services;

i. uses the Services or the website, or any content, data, output, or other information received, derived, or otherwise harvested therefrom, to develop, create, train, fine-tune, test, align, or otherwise improve any machine learning algorithms or

DRAFT

artificial intelligence models, whether directly or indirectly and whether for yourself or a third party;

j. asserts, or authorizes, assists, or encourage any third party to assert, against Brain Builder or any of its affiliates or licensors any patent infringement or other intellectual property infringement claim regarding any Licensed Educational Content, Licensed Educational Code, or User Content you have used, submitted, or otherwise made available on or through the Services;

k. makes unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Services (including, but not limited to, unsolicited advertising, promotional materials, political campaign materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures);

l. uses the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

m. defames, harasses, bullies, abuses, threatens, or defrauds other users of the Services, or collect, or attempt to collect, personal information about Users or third parties without their consent;

n. probes, scans, removes, circumvents, disables, damages, or otherwise interferes with or tests the vulnerability of security-related features of the Services or User Content features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on the use of the Services or User Content or otherwise access, tamper with, or use non-public portions of the Services without our authorization;

DRAFT

o. reverse engineers, decompiles, disassembles or otherwise attempts to discover the source code of the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law (in which case you must Contact Brain Builder to give notice of the proposed activity and discuss alternative means to obtain the desired information from Brain Builder) notwithstanding this limitation;

p. modifies, adapts, translates or creates derivative works based upon the Services or any part thereof, except and only to the extent expressly permitted by Brain Builder herein or to the extent the foregoing restriction is expressly prohibited by applicable law (in which case you must Contact Brain Builder to give notice of the proposed activity and discuss whether Brain Builder is willing to provide the desired derivative works); or

q. intentionally interferes with or damages operation of the Services or any User's enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks, any prompt injection attack, AI model jailbreak, or other attempt to interfere with intended functionality of the Services, or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

r. otherwise interferes with or violates the Services Agreement, Privacy Policy, Refund and Payment Policy, or copyright policy of Brain Builders.

2. Failure to adhere to this Acceptable Use Policy may result in:

a. Temporary or permanent suspension of account access.

b. Notification of parents or guardians (if applicable).

c. Legal action in severe cases.

3. Reporting Violations

DRAFT

a. If you become aware of any activity you believe violates this Acceptable Use Policy, please immediately report it to brainbuilder@zohomail.com. All reports will be reviewed and addressed appropriately.

4. Maintenance of Acceptable Use Policy

a. Brain Builder maintains a copy of this Acceptable Use Policy online. Brain Builder may update this policy from time to time. We will notify users of any significant changes by email and website announcement. Your continued use of the Services after such changes constitutes your acceptance of the updated Acceptable Use Policy.

By signing below, I acknowledge that I have read, understood, and agree to the terms and conditions outlined in this Refund Policy.

Date: _____

_____

Signature of User

_____

Printed Name of User

☐ By checking this box, you confirm that the User is a minor and that you have been provided with the Parental Consent form, reviewed its terms, and provided your consent.

DRAFT