

Big Picture Learning Terms of Service

Effective Date: February 1, 2025

Welcome to Big Picture Learning (“BPL,” “we,” “us,” or “our”). By accessing or using our websites, applications, or services (collectively referred to as the “Services”), you agree to be bound by the terms and conditions set forth herein (the “Terms of Service” or “Terms”). These Terms, together with our Privacy Policy, constitute a binding legal agreement between you and BPL. If you do not agree to these Terms, you must not use or access the Services. In those situations where a district, school or client enters into a separate agreement for provision of Services, the terms of that separate agreement will control where any conflict exists with these Terms of Service.

1. Acceptance of Terms

1.1 Eligibility: By accessing or using the Services, you represent and warrant that:

- You are at least 18 years old, or you have obtained verifiable consent from your parent, guardian, or school if you are a minor (under the age of 18).
- You have the legal capacity to enter into and be bound by these Terms.
- You are using the Services in compliance with applicable laws and regulations.

1.2 Agreement to Terms: By creating an account, using the Services, or otherwise indicating your acceptance, you agree to be legally bound by these Terms and any additional guidelines, rules, or policies referenced herein.

1.3 Changes and Updates to Terms: Since we are constantly trying to improve our Services, these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention at least 30 days before those changes take effect, by placing a notice on the bigpicture.org website, and/or by sending you an email and/or by some other means. We do reserve the right to effect important changes more quickly as needed, as in the case of a requirement for legal compliance, a security threat or other emergency situation, or if we are granting you more rights than you had under the previous version of the Terms. Those important changes will be effective immediately. If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is made effective, that means you agree to all of the changes. Except for changes by us as described here, no other amendment or modifications of these Terms will be effective unless in writing and signed by both you and us.

2. Applicability of Terms

2.1 Generally: These Terms apply to the use of our website and our applications. In most cases, these Terms are the same for our Services (our website and our applications), but in some cases,

we point out where the terms for the use of our website are different from the terms for the use of our applications.

2.2 Paid Applications: If you are a student, teacher, parent, guardian or other user of our paid applications, then our obligations to you are controlled by a separate written agreement which may have terms which are different from these Terms. That agreement is between us and (usually) the school or school district through which you are accessing the paid applications, and any questions about the specific terms of that agreement should be directed to an appropriate person in authority in that school or school district.

2.3 Personal Use: Unless otherwise indicated in a separate written agreement with us, you will only use the Services for your personal, non-commercial, educational use and only in a manner that complies with all laws that apply to you. If your use of Services is prohibited by applicable laws, then you aren't authorized to use the Services.

3. Scope of Services

3.1 Description: BPL provides personalized educational services, including but not limited to platforms like ImBlaze, BUnbound, and related tools that facilitate internships, mentorships, and educational opportunities for students, educators, and administrators. The specific features of the Services may vary depending on your role and affiliation (e.g., student, teacher, administrator).

3.2 Modifications: BPL reserves the right to modify, suspend, or discontinue any part of the Services at any time, with or without notice, and without liability to you or any third party.

4. User Responsibilities

4.1 Account Security: You are solely responsible for maintaining the confidentiality of your account credentials and for all activities conducted under your account. You agree to notify BPL immediately of any unauthorized use or security breach.

4.2 Submissions and Contributions: Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. You are responsible for all content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You are responsible for your activity in connection with the Services.

4.2 Prohibited Conduct: You agree not to:

- Violate any applicable laws or regulations.
- Infringe or violate the intellectual property rights or any other rights of anyone else (including BPL).
- Use the Services for any unlawful, fraudulent, harmful, threatening, harassing, defamatory or obscene purpose.

- Jeopardize the security of your BPL account or anyone else's account.
- Interfere with the operation or integrity of the Services, including by transmitting viruses, malware, or other harmful code.
- Reverse engineer, decompile, or otherwise attempt to derive the source code of any part of the Services.
- Share, sell, or license your access to the Services without prior written authorization from BPL.

Any violation of the foregoing is grounds for termination of your right to use or access the Services.

4.3 Accuracy of Information: You agree to provide accurate, current, and complete information when creating an account or otherwise interacting with the Services.

5. Privacy and Data Use

5.1 Privacy Policy: Your use of the Services is subject to BPL's Privacy Policy, which is incorporated by reference into these Terms. The Privacy Policy available [here](#), details how we collect, use, and protect your personal information.

5.2 Data Protection: BPL complies with applicable data protection laws, including the Family Educational Rights and Privacy Act (FERPA) and other state and federal regulations governing the handling of student data.

5.3 No Advertising or Sale of Data: BPL does not use student data for advertising purposes without a media release for the use. BPL does not sell personally identifiable information to third parties.

6. Intellectual Property

6.1 Ownership: All content, software, designs, logos, trademarks, and other intellectual property provided through the Services are owned by BPL or its licensors and are protected by copyright, trademark, and other intellectual property laws. You understand that BPL owns the Services.

6.2 Limited License: Subject to your compliance with these Terms, BPL grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Services solely for educational purposes.

6.3 Restrictions: You may not copy, modify, distribute, or create derivative works of any part of the Services without BPL's prior written consent. The Services may allow you to copy or download certain content. Please remember that just because that functionality exists, doesn't mean all the restrictions herein don't apply.

6.4 User Submissions. In order to display your submissions within the Applications and Services, you grant us certain limited rights in those user submissions. Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to user submissions

that are also your personally identifiable information. You hereby grant BPL a license to (1) translate, modify (for technical purposes, for example making sure your content is viewable on your mobile device as well as your computer) and reproduce your user submissions, in each case to enable us to operate the Applications, (2) to display, perform, and distribute your user submission for the sole purpose of displaying that user submission to the users who need to see such user submission for the educational purposes of the Applications. Also, you grant such other users a license to access that user submission, and to use and exercise all rights necessary for the educational purposes of the Applications, as permitted by the functionality of the Applications. This is a license only – your ownership in user submissions is not affected. You agree that the licenses you grant are royalty-free and worldwide, for as long as your user submissions are stored with us. When you (or your school or district) request that BPL delete your Account, we will de-identify your user submissions from our servers. You also agree that the licenses hereunder permit use of deidentified user submissions even after the deletion of an Account for quality control, platform development and service improvement.

6.5 Links to Third Parties. Both the Website and the Applications may contain links to third party websites or services that are not owned or controlled by BPL. BPL limits outbound links within the Applications to third-party external websites that BPL believes are age appropriate for students in the grades which the Applications are intended to serve. When you access third party websites or use third party services, you accept that there are risks in doing so, and that BPL is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. BPL has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites. In addition, BPL will not and cannot monitor, verify, censor or edit the content of any third-party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

7. Service Limitations and Availability

7.1 No Guarantee of Availability: BPL makes reasonable efforts to ensure that the Services are available but does not guarantee uninterrupted access. Technical issues, maintenance, or other factors may cause temporary disruptions.

7.2 Beta Features: Certain features of the Services may be labeled as “beta” or “experimental.” These features are provided “as is” without warranties of any kind and may be modified or discontinued at any time.

8. Disclaimers and Limitations of Liability

8.1 No Warranty: BPL does not make any representations or warranties concerning any content contained in or accessing through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. THE SERVICES AND CONTENT ARE PROVIDED ON AN “AS-IS” BASIS, WITHOUT

WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8.2 Limitation of Liability: TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL BPL BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$1000 OR (II) THE AMOUNTS PAID BY YOU TO BPL IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

8.3 Indemnity: You agree to indemnify and hold BPL, its affiliates, officers, agents, employees, and partners harmless for and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder). If there is a dispute between participants on this site, or between users and any third party, you agree that BPL is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release BPL, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

9. Termination

9.1 Termination by BPL: BPL reserves the right to suspend or terminate your access to the Services at any time for any reason, including but not limited to your violation of these Terms.

9.2 Termination by You: You may terminate your use of the Services by discontinuing access and requesting in writing that BPL delete your account.

10. Governing Law, Assignment, Dispute Resolution and Misc.

10.1 Governing Law: These Terms are governed by and construed in accordance with the laws of the State of Rhode Island, without regard to its conflict of law principles.

10.2 Assignment: You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without BPL's prior written consent. In the event of our acquisition, merger, the sale of our assets, or if we go out of business, enter bankruptcy, or go through some other change of control, we can and will assign our rights and delegate our duties under these Terms to the successor to our business or assets, but we will not transfer your personal information except subject to the conditions set forth in the Privacy Policy.

10.3 Dispute Resolution: Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS, and you and we expressly waive trial by jury. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we would have in court may not be available in arbitration. Notwithstanding the foregoing obligation to arbitrate disputes, BPL shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules and if within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. For all purposes of this Agreement, the parties' consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, the City and County of Providence, Rhode Island.

10.4 Miscellaneous: You will be responsible for withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and BPL agree that these Terms are the complete and exclusive statement of the mutual understanding between you and BPL, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all modifications to these Terms must be in a writing signed by both parties (except as otherwise provided herein). No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind BPL in any respect whatsoever. You and BPL agree there are no third-party beneficiaries intended under this Agreement.

11. Contact Information

For questions or concerns regarding these Terms or the Services, please contact:

Big Picture Learning

325 Public Street

Providence, RI 02905

Email: info@bigpicturelearning.org

By using the Services, you acknowledge that you have read, understood, and agree to these Terms of Service.