

## Terms of Use

These Terms of Use ("Terms") apply to all Websites (as defined below), services, software, Apps (as defined below), Content (as defined below) and Wonder Workshop Products (as defined below) (collectively, the "Services") provided to You (as defined below) by Wonder Workshop, Inc. ("Wonder Workshop"). Please read them carefully. In addition to these Terms, Your access to and use of the Services are governed by the Wonder Workshop Privacy Policy, which can be found at [www.makewonder.com/privacy](http://www.makewonder.com/privacy) (the "Privacy Policy"), and any additional rules and/or terms identified or displayed on the Websites or in connection with a particular Service, App or Wonder Workshop Product. The Privacy Policy and any such additional rules and terms constitute a part of these Terms and are incorporated by reference herein. Please read these Terms, the Privacy Policy and any such additional rules and terms carefully.

These Terms govern Your use of the Services and constitute a binding agreement between You and Wonder Workshop, and are deemed accepted by You and Wonder Workshop, including the University Lab School Software Addendum as attached. Your access to or use of the Services indicates Your acceptance to these Terms. If You do not accept these Terms, then do not use, access or install the Services or Apps. Wonder Workshop reserves the right to revise these Terms at any time, at its sole discretion, by posting an updated version to the Website. You should visit this page periodically to review the most current Terms, because they are binding on You. By continuing to access or use the Services after updated terms have been posted, You agree to be bound by the updated Terms.

## Definitions

"Apps" means any mobile application, available for download from Apple App Store, Google Play store or Amazon Appstore, and any other software application made by Wonder Workshop for use on a mobile device or tablet computer.

"Content" means all content contained in the Website, including all text, images, audio content, videos, designs, graphics, information, logos, downloadable content, software, and any other content contained therein and all related patents, copyrights, trademarks, service marks, intellectual property and/or other proprietary information of Wonder Workshop.

"Wonder Workshop Product(s)" means and refers to any robots, robot accessories or other products purchased from Wonder Workshop through the Website, any mobile application or otherwise.

"Post or Provide" (or any derivative thereof) means to upload, post, transmit, share, store, submit, link to or otherwise make available on the Website.

"We," "Us," and "Our" mean and refer to Wonder Workshop and its parents, subsidiaries or affiliates.

"Website" means any websites, web pages, and any subpages (including any mobile websites, web pages, and subpages) under Wonder Workshop's control, whether partial or otherwise. This includes, but is not limited to, [www.play-i.com](http://www.play-i.com), [www.makewonder.com](http://www.makewonder.com), any subpages, and the website from which these terms of use were accessed from. This also includes the Content.

"You," "Your," and "User" mean and refer to all individuals and/or entities who are accessing or using the Website or the Services for any reason.

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## **Eligibility and Account**

By accessing or using the Services, You represent and warrant to Wonder Workshop that (i) You are of legal age to form a binding contract, or, if You are a minor, You have Your parent's permission to access or use the Services, and Your parent has read and agrees to these Terms on Your behalf; (ii) all information You provide is accurate, current and complete; (iii) You will maintain the accuracy and completeness of such information; and (iv) if You are accepting these on behalf of an institution, school, company or other legal entity, You have the authority to bind that institution, school, company or legal entity to these Terms. You also certify that You are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. These Terms are void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

In order to access certain features of the Services, You may be required to create an account ("Account") on the Website. By creating an Account, You represent and warrant that You are at least 13 years of age and, if You are a minor, You have Your parent's permission to access or use the Services and to create an Account. WonderWorkshop reserves the right to suspend or terminate Your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for maintaining the confidentiality of Your Account and password and You accept responsibility for all activities that occur under Your Account and password. You agree to update Your Account information to keep it current and accurate and will immediately notify Wonder Workshop of any unauthorized use of Your Account.

## **Children and Our Services**

While the Wonder Workshop Products are aimed to be used by children of varying ages, some of Our Services (including the Website) are intended to be used only by parents, legal guardians and/or teachers over the age of 18. You must be 18 years of age or older and have a valid credit card number to purchase any Wonder Workshop Products on Our Website.

In accordance with Federal Children's Online Privacy Protection Act of 1998 (COPPA), We will never knowingly solicit or accept personally identifiable information from users known to be under 13 years of age.

If a school and/or teacher (the "Educational Institution") with students that are under 18 years of age uses Our Services and provides Us with personally identifiable information about its students in order to create user profiles for each of its students, such teacher must first obtain written consent from each student's parent and/or legal guardian to submit such personally identifiable information to Us and use such personally identifiable information in the Services. We use that information to provide the Services to the Educational Institution, consistent with Our Privacy Policy. Each Educational Institution acknowledges and agrees that it will not use the Services in any way to collect personally identifiable information from users known to be under 13 years of age.

## **Usage**

You agree and warrant that You will not use the Services in a manner that is illegal or otherwise inconsistent with these Terms. In addition, You will not use the Services in a manner that Wonder Workshop deems, in its sole discretion, objectionable.

You agree that You will access the Services only through the interfaces provided.

You agree not to do any of the following:

- attempt to decipher, decompile, disassemble or reverse engineer or otherwise hack the Website or any software, network or servers used to provide the Services, or to damage our Website, services or other property in any way;
- attempt to breach any security or authentication measures of the Website or the Services;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Wonder Workshop or any other third party to protect the Services or the Content;
- use the Services, Your account, or communications with other Users for any commercial purpose or solicitation;
- interfere or attempt to interfere with other Users' use of the Services;
- impersonate or misrepresent Your affiliation with any person;
- violate any applicable law of regulation;
- defame, abuse, stalk, threaten, intimidate, harass or otherwise violate the legal rights of any User or employee, staff or agent of Wonder Workshop;
- do anything that could disable, damage, tamper with, impair or otherwise cause interruptions to the proper working of the Services;
- use any robot, spider, scraper or other automated means to access, data-mine, data-crawl, scrap or index the Services in any manner;
- send spam or any other unauthorized advertisements or solicitations through or using the Services;
- attempt to harvest, collect or use addresses, phone numbers or email addresses or other contact information of Users without consent from such Users and Wonder Workshop;
- solicit personal information (including social security numbers, credit card numbers and passwords) from Users;
- provide any false personal information in Your account, create more than one account, transfer Your account or create an account for anyone other than Yourself;
- offer any contest, sweepstakes, coupon or other promotion through Wonder Workshop;
- do anything that is illegal, infringing, fraudulent, malicious or could expose Wonder Workshop or Users to harm or liability;
- refer a friend by providing such friend's e-mail address to Us, unless such friend is at least 13-years old;

- allow a child under the age of 13 to provide any personal information in such child's User Content (as defined below);
- attempt, encourage or facilitate any of the above.

Wonder Workshop will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Wonder Workshop may involve and cooperate with law enforcement authorities in prosecuting Users who violate these Terms. You acknowledge that Wonder Workshop has no obligation to monitor Your access to or use of the Services or the Content, but has the right to do so for the purpose of operating the Services, to ensure Your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

#### **Purchases of Wonder Workshop Products on the Websites or the Apps**

Customers who purchase Wonder Workshop Products through the Website must be over the age of 18 with a valid credit card accepted by Wonder Workshop or other permitted payment method accepted by Wonder Workshop.

**Availability:** We cannot guarantee availability of Wonder Workshop Products, even if We show that a particular Wonder Workshop Product is available online or in stores. We may not have all Wonder Workshop Products available online or in stores and We may discontinue products at any time.

**Pricing:** Prices for Wonder Workshop Products may change at any time and Wonder Workshop does not provide price protection or refunds in the event of a price reduction or promotional offering. Wonder Workshop reserves the right to cancel an order for a Wonder Workshop Product in the event of a typographical or other error in the price listed for the Wonder Workshop Product. The price of a Wonder Workshop Product generally does not include delivery charges. We will charge taxes on Wonder Workshop Products purchased when taxes are applicable. The list price displayed for any Wonder Workshop Product generally does not include delivery charges or sales or other taxes unless specifically noted.

**Delivery:** Wonder Workshop shall deliver the Wonder Workshop Products that You purchase to the place of delivery designated by You. If You choose to accept any type of express courier services for shipping, then any additional shipping fees will be paid by You. Shipping laws also vary from country to country, and it is Your responsibility to check with Your local customs office for details and to verify whether the country to which You are shipping permits the shipment of Your Wonder Workshop Products. Please note that for international orders, customs and import duties may also be applied and will likely vary from country to country. You are solely responsible for any such additional charges.

**Refunds and Exchanges:** Any refunds or exchange of Wonder Workshop Products are subject to the restrictions and requirements set forth in the User Guide included with Your Wonder Workshop Product at the time of purchase or posted on the [Product Warranty and Returns page](#) on our Website.

**Transactions:** We reserve the right to refuse any order You place with Us. We may, in Our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same payment

method, and/or orders that use the same billing and/or shipping address. We reserve the right to limit or prohibit orders that, in Our sole discretion, appear to be placed by dealers, resellers, or distributors.

**Risk of Loss:** All items purchased from Wonder Workshop are made pursuant to a shipment contract. This means that title and the risk of loss for such items pass to You upon Our delivery to the carrier.

**Warranty Information:** Warranty information for Wonder Workshop Products can be found in the User Guide included with Your Wonder Workshop Product and available at [www.makewonder.com/warranty](http://www.makewonder.com/warranty).

## User Content

Wonder Workshop may offer community features, such as forums, in-App text messages, and chats, as part of the Services. You must be over the age of 13 and, if you are a minor, have Your parent or legal guardian's consent to participate in any community features. In addition, Wonder Workshop may allow You to submit information to Wonder Workshop through forms and other manners in connection with obtaining customer support from Wonder Workshop's help center. You may Post or Provide reviews, comments, photos, images, logos, descriptions, and other content and submit suggestions, ideas, comments, questions, opinions and feedback (collectively, the "Provided Content"). In addition, You may include content in the coding and programming created by You for Your robot (the "Programming Content" and together with the Provided Content, the "User Content"). You may not Post or Provide Provided Content or include any Programming Content in Your robot that is illegal, libelous, offensive, harmful, obscene, pornographic, threatening, defamatory or invasive of privacy, including User Content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals. You may not Post or Provide Provided Content, include Programming Content in Your robot or provide access to User Content that exploits people in an abusive, violent or sexual manner or that promotes illegal activities or provides instructions on how to conduct illegal activities. You also may not Post or Provide User Content or include Programming Content in Your Robot, including photos and videos, or files that contain software or any other material that violates the intellectual property rights (or rights of privacy or publicity) of any third party. In addition, You may not Post or Provide Provided Content or include Programming Content in Your robot that consists of or contains software viruses, political campaigning, objectionable materials, commercial solicitation, chain letters, mass mailings or any form of "spam". You may not use a false e-mail address, impersonate any person or entity or otherwise Post or Provide any misleading information or Provided Content that You know is false or inaccurate. Wonder Workshop reserves the right (but not the obligation) to remove or edit such User Content, at its sole discretion.

If You do Post or Provide Provided Content or create any coding or programming for Your robot, You grant Wonder Workshop a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such User Content throughout the world in any media, including, without limitation, for troubleshooting, marketing, product development and any other commercial or non-commercial purpose in Wonder Workshop's sole discretion, without payment or compensation to You of any kind. You grant Wonder Workshop and Our sublicensees the right to use the name that You submit in connection with such User Content, if We or they choose to use it. You represent and warrant that You own or otherwise control all of the rights to the User Content that You Post or Provide or include in Your robot; that the User Content is accurate; that use of the User Content You supply does not violate the

Terms or applicable laws, rules or regulations and will not cause injury to any person or entity; and that You will indemnify Wonder Workshop for all claims resulting from User Content You supply. Wonder Workshop has the right but not the obligation to monitor and edit or remove any activity or Provided Content. Wonder Workshop takes no responsibility and assumes no liability for any Provided Content Posted or Provided by You or any third party or any Programming Content created by You for Your robot.

Wonder Workshop does not pre-screen, review, edit or approve any Provided Content. The Wonder Workshop community may flag inappropriate Provided Content and Wonder Workshop may, in its sole discretion, remove or disable access to any Provided Content.

By Posting or Providing Provided Content or otherwise sharing any information on the Website, You represent and warrant that You are the owner or otherwise have the right to publicly distribute the Provided Content. Any User Content Posted or Provided will be considered public, and Wonder Workshop will not be responsible for the actions of Users with regards to any public information. By creating any Programming Content for Your robot, You represent and warrant that You are the owner or otherwise have the right to use such Programming Content.

If You decide to sell, donate or gift a used Wonder Workshop Product, we recommend that You, at a minimum, wipe the custom voice recording slots (available via the Apps), delete all voice recordings and remove all Personal Information (as defined in the Privacy Policy).

#### **Digital Millennium Copyright Act**

If You are a copyright owner or a direct agent thereof and believe that any User Submission or other Content infringes upon Your copyrights, You may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Our Copyright Agent at the following address with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

Address:

Wonder Workshop, Inc.  
Copyright Agent  
1500 Fashion Island Blvd., #200  
San Mateo, CA 94404 USA  
Email: [support@makewonder.com](mailto:support@makewonder.com)

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;  
identification of the material claimed to have been infringed, and enough pertinent information about the location of the material to enable Us to locate it within the site;
- Your contact information such as an address, telephone number, and, if available, an electronic mail;
- a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **Intellectual Property**

The Services are protected under patent, copyright, trademark, and/or other laws. Subject to Your compliance with the Terms, Wonder Workshop and/or its licensors provide You with a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Services. The Services and all Content, including, without limitation, any Provided Content, Programming Content or User Content, remain the property of Wonder Workshop or its licensors and We do not transfer title to any portion of the Services to You. The compilation, collection, arrangement, or assembly of all Content is the exclusive property of Wonder Workshop and protected as well. Any code or software code that Wonder Workshop creates, generates or displays in the Services is also protected and You may not copy or adapt such code.

Unauthorized use of the Services may violate applicable laws and is strictly prohibited. You may not copy the Services or any part thereof without Wonder Workshop's prior written authorization. Any code or software code that Wonder Workshop creates to generate or display the Services are also protected by Wonder Workshop's copyrights, and You may not copy or adapt such code.

### **Mobile Applications**

You acknowledge and agree that the availability of the Services on mobile devices is dependent on the third party websites from which You download the Services, e.g., Apple App Store, Google Play store or Amazon Appstore (each an "App Store"). You acknowledge that these Terms are between You and Wonder Workshop and not with an App Store. Each App Store may have its own terms and conditions to which You must agree before downloading the Services from it. You agree to comply with, and Your license to use the Services is conditioned upon Your compliance with, such App Store terms and conditions. To the extent, such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms, the more restrictive or conflicting terms and conditions in these Terms shall apply.

Your use of the Services and the relating licenses granted hereunder are also conditioned upon Your strict adherence to the letter and spirit of the various applicable guidelines and any end user licenses associated with Your use of the Apps. We may modify such guidelines in its sole discretion at any time. We reserve the right to terminate Your Account and access to the Services if it determines that You have violated any such applicable guidelines.

You are responsible for any mobile charges that You may incur for using the Services, including data charges. If you're unsure what those charges may be, you should ask your service provider before using the Services.

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## **Terms Required by Apple**

The following terms apply to any Apps You acquire from the iTunes store or Apple App Store ("iTunes-Sourced Apps"): You acknowledge that this agreement is between You and Wonder Workshop only, and not with Apple, and that Apple is not responsible for the iTunes-Sourced Apps or the Content. The iTunes-Sourced Apps are licensed to You on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for Your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services. You will only use the iTunes-Sourced Apps in connection with an Apple device that You own or control and you acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Apps.

In the event of any failure of the iTunes-Sourced Apps to conform to any applicable warranty, including those implied by law, You may notify Apple of such failure; upon notification, Apple's sole warranty obligation to You will be to refund to you the purchase price, if any, of the iTunes-Sourced App.

You acknowledge and agree that Wonder Workshop, and not Apple, is responsible for addressing any claims You or any third party may have in relation to the iTunes-Sourced Apps. You acknowledge and agree that, in the event of any third party claim that the iTunes-Sourced Apps or Your possession and use of the iTunes-Sourced Apps infringes that third party's intellectual property rights, Wonder Workshop, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim.

You represent and warrant that You are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties. Both You and Wonder Workshop acknowledge and agree that, in Your use of the iTunes-Sourced Apps, You will comply with any applicable third party terms of agreement which may affect or be affected by such use. Both You and Wonder Workshop acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as the third party beneficiary hereof.

## **Limited Warranty**

TO THE FULLEST EXTENT POSSIBLE BY LAW, WONDER WORKSHOP MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL OPERATE ERROR-FREE, BE AVAILABLE, OR THAT THE SERVICES AND WONDER WORKSHOP'S SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA OR ANY OTHER COSTS, WONDER WORKSHOP IS NOT RESPONSIBLE FOR THOSE COSTS. EXCEPT FOR ANY LIMITED WARRANTIES IN THE USER GUIDE AND OTHER PACKAGING MATERIALS INCLUDED WITH YOUR WONDER WORKSHOP PRODUCTS AT THE TIME OF PURCHASE, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND AND WONDER WORKSHOP, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WONDER WORKSHOP MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT IN THE SERVICES. SOME



JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

#### **Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE ENTIRE RISK OF USING THE SERVICES REMAINS WITH YOU AND IN NO EVENT SHALL WONDER WORKSHOP BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST PROFITS, LOST EMPLOYMENT OPPORTUNITY OR BUSINESS INTERRUPTION, OR FOR ANY DAMAGES TO PROPERTY OF ANY KIND OR FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS) RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES OR THE WONDER WORKSHOP PRODUCTS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WONDER WORKSHOP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL WONDER WORKSHOP'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR PRODUCTS EXCEED THE AMOUNTS YOU HAVE PAID TO WONDER WORKSHOP FOR USE OF THE SERVICES AND THE AMOUNTS YOU PAID FOR THE WONDER WORKSHOP PRODUCTS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN WONDER WORKSHOP AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **Indemnity**

You agree to defend, indemnify, and hold harmless Wonder Workshop, its parent, subsidiaries, affiliates, and their respective officers, directors, successors, subsidiaries, contractors, technology providers, advertisers, employees and agents, from and against any claims, actions, losses, costs, liability or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) Your use of the Services, (ii) Your breach of these Terms, including Your representations and warranties herein or (iii) Your violation of any applicable laws.

Wonder Workshop 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 Wonder Workshop. Wonder Workshop will use reasonable efforts to notify You of any such claim, action or proceeding upon becoming aware of it.

#### **Term and Termination**

These Terms will remain in full force and effect while You are a User of the Services. Wonder Workshop reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to suspending, disabling or terminating Your Account and/or Your access to and ability to use the Services and/or any other services provided to You by Wonder Workshop, at any time for any or no reason and without any notice. Even after You are no longer a User of the Services, the provisions of these Terms

will remain in effect. You may terminate this agreement at any time by ceasing all use of the Services. All sections which by their nature should survive the expiration or termination of this agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this agreement.

#### **Miscellaneous**

**Referral Program:** You may refer a friend by providing Us with Your friend's e-mail address. By providing Us with such friend's e-mail address, You certify that such friend is at least 13 years old and that You are not violating any applicable laws by sharing such e-mail address with Us.

**Privacy:** See the Privacy Policy for information and notices concerning Wonder Workshop's collection and use of Your personal information.

**Third-Party Software:** Wonder Workshop uses computer software supplied by third parties (the "Third Party Software"). Wonder Workshop is providing the Third Party Software to you by permission of the respective licensors and/or copyright holders on the terms provided by such parties. The following are lists of certain Third Party Software used by the Company: [www.makewonder.com/third-party-services/](http://www.makewonder.com/third-party-services/) and [www.makewonder.com/opensource](http://www.makewonder.com/opensource)

**Commercial Use:** Any and all commercial use of the Services is expressly prohibited without the written consent of Wonder Workshop. This includes but is not limited to collecting names, information, contacting Users, lead generation, and all other commercial activities.

**Third-Party Links:** The Services may contain links to third-party websites. These links are provided solely as a convenience and not as an endorsement by Wonder Workshop of the contents on such third-party websites. Wonder Workshop is not responsible for the content of linked third-party websites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If You decide to access linked third-party websites, You do so at Your own risk.

**Access Outside the United States:** Wonder Workshop makes no claims that the Services may be lawfully viewed, downloaded, or accessed outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If You access the Services You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction. When you access the Services you acknowledge and agree that information you provide may be transferred to a jurisdiction other than your country of residence.

**Governing Law:** These Terms are governed by the internal substantive laws of the State of California. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Santa Clara, California. If any provision of these Terms are found to be invalid by any court having 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. In addition, Wonder Workshop's failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect Wonder Workshop's ability to enforce such term at any point in the future.

**Arbitration:** Except as set forth in the paragraph below, You agree any controversy or claim arising out of or relating to an alleged breach of this Agreement or Your use of the Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association before a single arbitrator. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in San Francisco, California, and the arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. Either You or Wonder Workshop may seek any interim or preliminary relief from a court of competent jurisdiction in San Francisco, California necessary to protect the rights of property for You or Wonder Workshop pending the completion of arbitration. With respect to any claims or disputes You intend to bring on behalf of a class, You agree to arbitrate whether a class could be certified before bringing such action in a court of law. If the arbitrator refuses to certify the class, You will continue to resolve Your individual claims or disputes through binding arbitration. If the arbitrator finds that a class should be certified, You may file the class action in a court of law provided You waive any right to a trial by jury. Claims for injunctive or other equitable relief may also be brought in a court of law.

**Waiver:** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. In addition, Wonder Workshop's failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect Wonder Workshop's ability to enforce such term at any point in the future.

**Assignment:** You may not assign or transfer these Terms, by operation of law or otherwise, without Wonder Workshop's prior written consent. Any attempt by You to assign or transfer these Terms without such consent will be null and of no effect. Wonder Workshop may assign or transfer these Terms, in its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

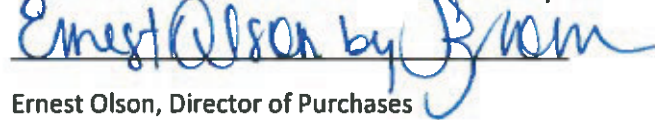
**Headings:** Headings provided in these Terms are included for reference purposes only and are not to be given any substantive effect.

**Effective Date:** These Terms are effective as of March 11, 2019.

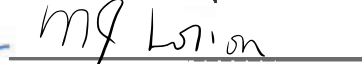
**Contact Information:** If there are any questions regarding Wonder Workshop or this Policy, please contact Wonder Workshop at:

Wonder Workshop, Inc.  
1500 Fashion Island Blvd., #200  
San Mateo, CA 94404 USA  
Email: [support@makewonder.com](mailto:support@makewonder.com)  
(408) 842-9632

The Board of Trustees of Illinois State University

  
Ernest Olson, Director of Purchases

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## PRIVACY POLICY AND CHILDREN'S PRIVACY POLICY

### Our Promise

- We comply with COPPA.
- We keep kids' work private.
- We let you control your kids' personal data.
- We will not sell your kids' personal data. Or yours.
- We don't collect or store kids' voices.
- We don't collect or store kids' images.
- We use the latest security best practices.
- We will let you know if our privacy practices change.

*We comply with COPPA.*

Our robots and mobile apps are COPPA certified by the kidSAFE Seal Program. We are fully compliant with the Children's Online Privacy Protection Act.

*We keep kids' work private.*

Kids' work is private to their app by default. Some of our apps allow people to generate a special key or link. This key or link cannot be shared within our Service. In our Class Connect product, students' work is private to their classroom by default. A teacher on a Class Connect subscription may choose to share such work with other adults.

*We let you control your kids' personal data.*

We give parents and teachers control over how we use kids' data. You have the right to request that we delete some or all of your kids' data.

*We will not sell your kids' personal data. Or yours.*

When we do collect data, we use it to support our products, customers, and users. We never sell the data.

*We don't collect or store kids' voices.*

Some of our apps allow kids to record their own voices and transmit that audio to the robot over Bluetooth. This audio is not transmitted to our or anyone else's servers. The audio remains on the robot until it is replaced by new audio.

*We don't collect or store kids' images.*

Our robots do not have cameras and do not record photos or videos. We do not collect this kind of information from children.

*We use the latest security best practices.*

We use current data security best practices to protect your information.

*We will let you know if our privacy practices change.*

If our privacy practices change, we will update this document. If we make any material changes that impact kids' personal information, we will notify you.

## **Overview**

In this document, we may refer to Wonder Workshop, Inc., as "Wonder Workshop," "we," "us," or "our." We may refer to our websites, software, applications, connected products, and related services as the "Service."

This Privacy Policy explains what information Wonder Workshop will collect when you access our Service. It also explains how the information will be used. We will not use or share your information with anyone except as described in this Privacy Policy. Each time you use our Service, you are accepting the practices described in this Privacy Policy, as applicable, at that time.

Most of the websites operated by Wonder Workshop are intended for adults to learn about and purchase our products and services. Adult users may include parents, educators, and developers. These websites (which we refer to as our "General-Audience Sites") include, but are not limited to:

- our main website at [www.makewonder.com](http://www.makewonder.com)
- our e-commerce site at [store.makewonder.com](http://store.makewonder.com)
- our teachers' site at [education.makewonder.com](http://education.makewonder.com)
- our developers' site at [developer.makewonder.com](http://developer.makewonder.com)
- our "My Wonder Workshop" portal at [portal.makewonder.com](http://portal.makewonder.com)

We do not knowingly solicit or collect Personal Information (defined below) from children under the age of 13 (“Children Users”) on these General-Audience Sites.

Our “Child-Directed Products” include

- the Wonder Workshop robots (including Dash, Dot, and Cue).
- the corresponding mobile and desktop applications.
- the browser-based educational software.
- the [play.makewonder.com](https://play.makewonder.com) website.

Our Child-Directed Products are generally intended to be used and enjoyed by children and teenagers. We employ special measures when collecting or processing information through our Child-Directed Products. We generally avoid or limit the collection of Personal Information through these products. For more details on our practices related to children, please see the section on Children’s Privacy below.

### **Definitions**

This Privacy Policy uses certain capitalized terms that have particular meanings. Sometimes, those terms are defined when they are first used. In addition, and for ease of reference, the following terms are defined in this section:

**App:** any Wonder Workshop software application. This includes but is not limited to those on Google Play, Apple App Store, Microsoft Store, Amazon Appstore.

**Browsing Information:** information about your use of the Service. This includes your device’s interaction with the Service. (An access device may include a computer, tablet, Chromebook, or smartphone.) Browsing Information also includes certain of the information described below in the “Information Collected Automatically” section. This information is linked to a device ID, such as the device’s Internet Protocol (IP) address. Your Wonder Workshop robot includes a product ID. Through the App, your robot transmits information to us that we use to:

- provide our services.
- assist you in troubleshooting.
- improve our products, services, Website, and App.

In general, we do not use Browsing Information to identify you. But on certain of our General-Audience Sites, such information may be paired with Personal Information. It may also be paired with other information that, together, could be used to identify you. Third parties may access, collect, store, and use Browsing Information. (Such third parties may include analytics companies and advertising service providers). These companies may use the Browsing Information to identify you.

**Personal Information:** information that can or does directly identify you. Examples include:

- your full name
- physical address (home, mailing, shipping, and/or billing address)
- email address

- phone number
- credit card information

In the case of Children Users, Personal Information may also include:

- precise geolocation
- school name/address
- a photo, video, or audio file that contains the child's image or voice
- a persistent ID (such as an IP Address or device ID) when not used for internal support purposes

**Product Use Information:** information related to the use of one of our products. Examples include robot name and activities coded. Product Use Information is linked to the product ID number of your robot.

**User Content:** any content that you create or produce and upload to our Service. Examples include:

- comments
- messages
- photos
- videos
- voice recordings
- artwork
- software code or program

User Content may contain Personal Information if such is provided within the User Content.

**Website/Site:** any websites, web pages, and sub-pages. This includes mobile websites, web pages, and sub-pages under Wonder Workshop's full or partial control. This also includes but is not limited to:

- the General-Audience Sites listed above
- the [play.makewonder.com](https://play.makewonder.com) website
- any sub-pages of these websites

### **What information we collect**

#### **Personal Information We Affirmatively Collect From You**

We may collect Personal Information from you, such as:

- **payment:** credit card, bank account, or other information used in payments
- **contact:** email ID, phone number, billing, shipping, or mailing address
- **identity:** first name, last name, age, username, or password
- **user content:** text, image, video, or a combination of such media authored using our service

- **social media:** personal data when you interact with our ads and related content
- **job data:** details related to your work history if you apply to Wonder Workshop

We may collect the above Personal Information when you:

- register for an account on our Service.
- sign up for our newsletter.
- make a purchase or order on our General-Audience Sites.
- include Personal Information in User Content that you upload to our Service, or
- set up or enable certain features for your child/student on our Child-Directed Products.

Other profile information you may affirmatively provide us about you or a child may be collected and maintained together with your Personal Information. Examples include:

- birth date
- age
- gender
- username
- password

You can choose not to provide any information that we request of you. However, this may limit your ability to use or access the Service.

If a friend refers you to us by providing us with your email address, the system may send you a message. However, we will use your email address only to send the friend's message unless you opt in for more.

We may collect information from you when you communicate with us by phone, including text messages or email. This information may include Personal Information. It may be combined with Personal Information collected during your registration for or use of the Service. We may also receive Personal Information about you from third parties where you have a registered account. (This could happen now or in the future.) Examples of these third-party connections include Single Sign-On (SSO) and log-in methods such as:

- Facebook SSO
- Google SSO
- Microsoft SSO

The third party may pass to Wonder Workshop certain information about your use of its service. This information could include, but is not limited to:

- the user ID associated with your account.
- an access token necessary to access that service.



- any information that you have permitted the third party to share with us.
- any information you have made public in connection with that service.

You should review your privacy settings on third-party services before linking them to the Wonder Workshop Service. If necessary, you should adjust your privacy settings. For more details on our data collection practices for Child Users, see the section on Children’s Privacy below.

### **Information Collected Automatically**

We may collect Personal Information from you, such as:

**Product Usage:** data related to your use and engagement with our account system, apps, etc. Such information is automatically transmitted to Wonder Workshop through our App. It is used:

- to provide product support.
- to improve our products and services.
- for similar activities that support our internal operations.

**Robot:** diagnostic data of the robot used. This could include details such as:

- crash data
- firmware version
- language of robot sounds

**Device:** Anonymized details related to the device (computer, smartphone, tablet) Each time you access a web page on our Service, your browser automatically reports log file information. Our servers automatically record some of that information. These server logs may include information such as:

- your IP Address
- web request
- browser type
- referring/exit pages and URLs
- number of clicks
- domain names
- landing pages
- pages viewed, and other similar information
- device system language

If you resell or share your robot, we will keep the Product Use Information your robot has transmitted to us. Your robot’s new owner can play back any User Content (such as altered voice recordings) that you stored on your robot. To avoid this, remove such recordings in advance. For guidance on how to remove

such recordings, please contact Wonder Workshop. Use the contact information at the bottom of this Privacy Policy.

We may use certain third party services to help us understand your use of the Service. Google Analytics is an example of such a service. These services collect information about your use of and the performance of the App, the Site, and/or Wonder Workshop's robots. They also collect anonymized information sent by your browser as part of a web page request, including cookies and your IP Address.

In general, we store tracking information in an anonymous aggregated form. However, we or our third-party tracking partners may store certain information, such as page views, in a manner that can be linked to specific devices.

We use persistent cookies and session cookies. A persistent cookie remains on your hard drive after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the Service. Persistent cookies can be removed by following your web browser's directions. But such removal may affect your use of or access to certain portions of the Service. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. If you refuse cookies, you may not be able to experience all the features of our Service.

#### **Third-Party Ad Networks**

For our General-Audience Sites, Wonder Workshop may partner with "Third Party Advertising Companies." These are third-party advertisers, ad servers, and ad networks. They use cookies, beacons, tags, scripts, and other tracking technologies to collect information about your visits to our General-Audience Sites and other websites. They use this information to provide advertisements about goods and services of interest to you. This process may include re-targeted ads that attempt to direct you back to our General-Audience Sites. It may also include ads targeted based on your overall browsing interests. To learn how to opt out of receiving targeted ads, visit the websites below.

<http://optout.aboutads.info/#/>

<http://optout.networkadvertising.org/#/>

On our Child-Directed Products, we do not show behaviorally-targeted or re-targeted ads to Child Users. Nor do we track Child Users for targeted advertising purposes.

Some web browsers may automatically transmit "do-not-track" signals to the websites that users visit. Wonder Workshop does not process or respond to such automated "do not track" signals. This applies to other transmissions that request to automatically disable online tracking of users who visit our Service.

#### **How we use your information**

We may use Personal Information and Browsing Information for a variety of purposes, including:

##### **Internal Operations**

- to operate and monitor the effectiveness of the Service.
- to improve the content of the Service, and layout and design.

- to monitor, analyze, and describe usage patterns and performance of the Service. This includes aggregate metrics such as the total number of visitors, traffic, and demographic patterns.
- to conduct system administration and system troubleshooting and to diagnose or fix technology problems. This is to help provide you with a smooth, efficient user experience.

#### **Customer Support**

- for billing, identification, authentication, and fraud prevention.
- to respond to any inquiries or requests received from you.
- to contact you and deliver administrative notices and communications relevant to your use of the Service. This includes security or support and maintenance advisories.

#### **Legal Matters**

- to enforce our Terms of Use or other policies or agreements.
- to comply with legal requirements and processes to protect our legal rights or the rights of others. This might be in response to a subpoena, court order, or law enforcement or governmental request or investigation. An example is to work to reduce the risk of fraud or misuse of the Service.
- in connection with an unusual business transaction. Examples include bankruptcy, liquidation, sale, purchase, or merger with another business.

#### **Email Marketing**

- To send promotional communications and newsletters to you. Also, for other marketing purposes of Wonder Workshop or partners. You may access and manage your communication preferences from your account, when available. Otherwise, you may contact us directly at [support@makewonder.com](mailto:support@makewonder.com).
- For distribution to third-party service providers that provide services to Wonder Workshop and our partners. We require these third parties not to use your Personal Information for any other purpose.

#### **How we share your information**

*Personal Information.* Except as set forth below, Wonder Workshop will not rent or sell your Personal Information to others. Nor will we share it with independent third parties for their separate marketing-related purposes. To operate the Service, however, we may share your Personal Information with our agents, representatives, and contractors. This is so that they can provide us with support services and other features and fulfill your orders. We require these third parties not to use your Personal Information for any other purpose. We may store Personal Information in locations outside the direct control of Wonder Workshop. Examples include servers or databases co-located with hosting providers.

*Browsing Information.* We may share non-personally identifiable information with interested third parties. This is to help them understand the usage patterns for our Service. Examples of this information include:

- anonymous usage data.
- referring/exit pages and URLs.
- platform types.
- number of clicks.

We may store such information for a time determined to be reasonable for internal operations.

*Instances where we are required to share your information.* Wonder Workshop will disclose your information where required to do so by law or subpoena. In addition, we will do so if we reasonably believe such action is necessary:

- to comply with the law and the reasonable requests of law enforcement.
- to enforce our Terms of Use.
- to protect the security or integrity of our Service and our property. This includes our intellectual property.
- to exercise or protect the rights, property, or personal safety of Wonder Workshop, our users or others.

What happens in the event of a change of control? We may buy or sell/divest/transfer our company (including any shares in our company), or any combination of our products, services, assets and/or businesses at any time. All information, whether Personal Information or Browsing Information, related to the Service may be sold or otherwise transferred in connection with any such transaction(s). We may also sell, assign or otherwise transfer such information in the course of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of the company. Any transferees who receive your information in connection with a change of control must abide by the terms of this Privacy Policy.

#### **How do we store and process information?**

Your information collected through the Service may be stored and processed in the United States or any other country in which Wonder Workshop or its subsidiaries or service providers maintain facilities. Wonder Workshop may transfer information that we collect about you, including Personal Information, to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world.

If you are located in the European Union or other regions with laws governing data collection and use that may differ from US law, please note that we may transfer information, including Personal Information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the US or any other country in which Wonder Workshop or its parent, subsidiaries, or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy. However, such parties must abide by the terms of this Privacy Policy.

#### **What are your choices about receiving marketing messages?**

Wonder Workshop offers parents, teachers, and other adults the choice of receiving different types of communication and information related to our company, products, and services. You may subscribe to e-newsletters or other publications, and you may also elect to receive marketing communications and other special offers from us via email.

To help us understand whether we are providing information of interest to you, we may include software code or other tracking technologies in our emails to monitor whether you opened a particular email, whether you have clicked on the images and/or links in the email, the date and time the message was opened, and whether your computer is capable of receiving HTML-based email. We endeavor to allow you to unsubscribe at any time from our email programs by clicking on the unsubscribe link at the bottom of any email message. You may also access and manage your preferences from your account, when available, or by contacting us directly at [support@makewonder.com](mailto:support@makewonder.com). We reserve the right to send you service announcements or similar administrative messages, without offering you the opportunity to opt out of receiving them.

#### **How do we protect your information?**

Wonder Workshop takes what it believes to be commercially reasonable physical, electronic, and procedural safeguards to protect Personal Information. However, since no security system is impenetrable, and “perfect security” does not exist on the Internet, we cannot guarantee the security of Personal Information or Browsing Information.

If you create an account to use the Service, you may be asked to choose a password for your account, which can be used to access information associated with your account (including Personal Information). You should choose a password that is not easy to guess and does not use words that you would find in a dictionary. Do not disclose your password to any other person. You are responsible for maintaining the confidentiality of your password and account. And we will attribute activities that occur using your account information to you. This includes the use of your password. If you suspect that your password has been compromised contact us immediately at [support@makewonder.com](mailto:support@makewonder.com).

#### **How you can update your information?**

Wonder Workshop believes strongly in giving you the ability to access and update or correct your Personal Information. You may update your Personal Information by logging into your account on Wonder Workshop’s Website, when available, or by contacting us directly at [support@makewonder.com](mailto:support@makewonder.com).

#### **Student’s Privacy**

We take student privacy seriously. As a provider of educational technology and in an effort to support statewide and public school districts, Wonder Workshop has signed state-specific privacy pledges or agreements such as the:

- CA Student Data Privacy Agreement or CSDPA
  - California’s schools are now part of the CA Student Privacy Alliance. The CSDPA is designed to meet both federal and student data privacy requirements.
- New York State (NYS) Education Law Section

- 2DConnecticut Student Data Privacy Pledge

The above agreements and pledges are executed, at times, with school-specific agreements based on the products and/or services provided.

The Family Educational Rights and Privacy Act (FERPA) is a federal law that prevents Educational Institutions from releasing certain information about your child to vendors such as Wonder Workshop without consent.

### **Children's Privacy**

We care about children's privacy. We are committed to complying with the Children's Online Privacy Protection Act (COPPA). To learn more about COPPA, please consult this simple one-page informational guide from the kidSAFE Seal Program: <http://www.kidsafeseal.com/knowaboutcoppa.html>

The Child-Focused Products we offer are aimed to be usable by children, students, and young teenagers. But only adults are allowed to make purchases on our General-Audience Sites or Child-Focused Products. This includes parents, teachers, and legal guardians.

To set up your Wonder Workshop robot, a parent or guardian should download the corresponding App. Then they should assist with account creation (if applicable). During account creation we may ask a parent/guardian to provide:

- their email address.
- an account password.
- limited profile information (username, birth date, gender,) about the child using the robot.

This information is used to customize the robot experience for the child. It is also used to keep the parent or guardian informed of the child's activities.

Per COPPA, the parent's email address may be used to notify and obtain verifiable consent from a parent before:

- activating a Wonder Workshop account.
- enabling certain data collecting features for their child (such as chat messaging between the child and robot).

The parent account information may also be used to:

- manage account information. Examples include profile updates, password reset, and login for another Wonder Workshop Website.
- communicate with the parent about new products, features, newsletters, and special promotions and events.

Product Use Information is used only to support our internal operations. We may collect a limited amount of personal information from a parent or child (such as an email address) to use for a one-time event or communication. Examples include one-time contests and code submission. We may also use the information for multiple ongoing communications to a child. Examples of these include email alerts and push notifications. For these types of activities, Wonder Workshop may rely on exceptions to the

parental consent requirement under COPPA. Or we may follow other procedures to ensure compliance. Examples include:

- removal of personal information prior to collection or immediately after use.
- parental notification with an opt-out mechanism.
- local storage of the information with no uploading to the web.

Wonder Workshop does not currently offer any features on our Child-Directed Products that would allow Children Users to publicly post or share Personal Information with other users via the web. Some features on our Child-Directed Products may allow the storage of information (including Personal Information) locally on our App or robot device. In these cases, there is no uploading of such information to the web or Wonder Workshop servers. Parents are still advised to remove any such information from their robot device should they choose to sell, donate, or gift their device to someone else.

On our Child-Directed Products, we may collect and process certain information from Children Users. This includes:

- Product Use Information
- Browsing Information

However, this is only for purposes of supporting our internal operations, such as to help us:

- maintain or analyze the functioning of our Child-Directed Products.
- perform network communications.
- authenticate users of our Child-Directed Products
- personalize the content on our Child-Directed Products.

For products like Class Connect, we may collect and store certain information from Children Users. This information is App Usage Data, and it includes:

- app profile name
- user-created programs
- user-created program names
- solutions (programs created in response to a Challenge or Puzzle)
- time spent in the App

This information may be linked with specific student information in the Class Connect web portal. This portal is intended for use by teachers and other adults. The teacher purchases a license or uses a free trial. The teacher can then use the portal to set up a "Classroom" by entering student names into the portal. This can include the students' first and last names, based on the teacher's choice and with the appropriate form of verifiable consent under COPPA (if necessary). It is possible for the App Usage Data

from Children Users to be linked with the students' full names. The teacher controls this information. It is not shared publicly.

On our Child-Directed Products, we do not use Product Use Information or Browsing Information for behavioral or re-targeted advertising. Nor do we use it to allow third parties to track the activity of Children Users for such purposes.

With proper authentication, a parent or legal guardian always has the right to:

- review the Personal Information we may have collected and stored about their child.
- request the deletion of such Personal Information.
- refuse to allow further collection or use of such information by Wonder Workshop.

A request to delete such information may limit the child's access to all or a portion of the Service. Please contact us at [support@makewonder.com](mailto:support@makewonder.com) if

- you believe that a child under 13 might have provided us with Personal Information without your permission.
- you wish to view, request deletion of, or prohibit further collection of information about your child.

We urge parents to monitor their children's use of all digital media.

#### **Links to Other Websites**

We are not responsible for the practices employed by websites or services linked to or from the Service. This includes the information or content contained on those websites or services. Please remember that our Privacy Policy does not apply to third-party websites or services. This is the case even when there is a link or advertisement on our Service. Your interaction on any third-party website or service is subject to that third party's own rules and policies. We encourage our users to become familiar with the privacy statements of all websites and apps they interact with.

#### **California Privacy Rights**

Users who are California residents may request and obtain from us once a year, free of charge, certain information about the Personal Information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of Personal Information that was shared and the names and addresses of all third parties with whom we shared information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to [support@makewonder.com](mailto:support@makewonder.com).

#### **Visitors residing outside of the US**

Wonder Workshop and its Service are based in the U.S., and Wonder Workshop's offices are headquartered in the U.S. Please be aware that information you provide to Wonder Workshop or that it obtains as a result of your use of the Service may be processed and transferred to the U.S. and be subject to U.S. law. The privacy and data protection laws in the U.S. may not be equivalent to such laws



in your country of residence. By using the Wonder Workshop Website or Child-Directed Products, participating in any of the Service, or otherwise providing Wonder Workshop with your information, you (or a parent/guardian on your behalf) consent to this collection, transfer, storage, and processing of information to and in the U.S. Wonder Workshop will take commercially reasonable steps to safeguard your data in accordance with this Privacy Policy but is not responsible for the privacy and security practices of third parties.

### **EU Customers**

In most cases, Wonder Workshop, Inc, a Delaware corporation, is the Data Controller for Personal Data as it applies to this Privacy Policy. Wonder Workshop Germany GmbH, a sales and marketing subsidiary, partners with logistics companies and distribution partners. Our partners may be Data Controllers in regard to certain Personal Data.

If you are located in the European Union, (EU) please note that laws governing data collection and use may differ from U.S. law and that we may transfer information, including Personal Information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.

Whenever we transfer Personal Information originating in the EU to an entity outside of the EU, we will take reasonable steps to ensure that your privacy rights continue to be protected (e.g., conclude the EU Standard Contractual Clauses with third parties).

### **Lawful Basis for Processing Personal Information**

If you are an individual in the European Union (EU) or an EU citizen, we collect and process data about you only where we have legal bases for doing so under applicable EU laws. This means we collect and process your data only under one or more of the following circumstances:

- It is necessary for a legitimate interest (which is not overridden by your individual privacy interests). Examples include preventing fraud, improving the Website, and increasing the security of the Website and network infrastructure.
- You have consented to this collection and processing for a specific purpose.
- It is necessary to fulfill our contractual obligations.
- It is necessary to comply with a legal obligation.

Where we rely on your consent to process your Personal Information, you have the right to withdraw or decline consent at any time. If you wish to withdraw your consent, please contact us. You may use the information at the bottom of this page. Some examples of our legitimate interests and the information being processed include:

- network and information security (password, IP address, device ID).
- customer support and fraud prevention (name, email address).
- improving our products and services (hardware information, activity logs).

Where we rely on our legitimate interests to process your Personal Information, you have the right to object. More information on exercising this right can be found in the Individual Rights section below.

If you have any questions about or need further information concerning the legal basis on which we collect and use your Personal Information, please contact us at [support@makewonder.com](mailto:support@makewonder.com).

### **Individual Rights**

Wonder Workshop makes certain choices available to you when it comes to your Personal Information. Please review the below information outlining your choices and how to exercise them. We will respond to all requests within a reasonable time frame. If our full response will take more than a month due to complexity or scope, we will notify you of this. And we will keep you updated on our progress.

*Review and update your information.* You have the right to access and update any Personal Information that we have collected. Some Personal Information can be updated using the account management tools at [www.makewonder.com/account/edit](http://www.makewonder.com/account/edit). This includes the account holder's name and email address. For any Personal Information beyond this, please submit a request using the contact information at the end of this section.

*Delete your information.* You also have the right to have your Personal Information deleted. This is sometimes known as the 'right to be forgotten'. To request that we delete all Personal Information about you, please submit a request. You can use the contact information at the end of this section. We may decline to honor this request in certain situations, such as if the data is necessary to comply with a legal obligation or to exercise/defend a legal claim.

*Restrict Processing.* You have the right to restrict how we process your Personal Information in certain circumstances. You may request that we limit our uses of your Personal Information to specific purposes.

*Data Portability.* You have the right to obtain copies of your information in a structured, commonly used format. The format should allow you to move your data between our service and the services of others.

*Right to Object.* You have the right to object to the processing of your Personal Information for direct marketing purposes or when our processing of your data is based on legitimate interests.

If any request made under this section is clearly unfounded or excessive, we may reject the request. Or we may require a reasonable fee to honor the request. If we decide to reject your request, we will inform you of the reasons for not taking action. And we will provide information on other possible remedies. If we decide that a reasonable fee is necessary, we will promptly inform you. Then we will comply with the request upon receipt of this fee.

### **Contact for individual rights requests**

Please use the contact information at the bottom of this page when submitting a request to exercise any of the above rights. Please do not submit requests across multiple communications channels. We will make our best effort to respond to your request within a reasonable time frame.

If you are an EU citizen or reside in the EU and wish to raise a concern about our use of your information (and without prejudice to any other rights you may have), you have the right to do so with your local supervisory authority.

### **Updates to our privacy policy**

We reserve the right to update this Privacy Policy from time to time. When we do, we will post the updated version here and revise the “Effective Date” at the top of this Privacy Policy. We encourage you to check this page periodically for any updates. If you continue to use the Service following the posting of an updated version of this Privacy Policy, we will treat your continued use as acceptance of the updated version.

If we make a material change in the way we handle previously collected Personal Information of our users, we will notify you more prominently and obtain your prior consent or the prior consent of a parent or legal guardian, as applicable and legally required.

## University Laboratory School Software Addendum

### Part One: Data Security Addendum

Vendor/Operator (referred to as Vendor or Operator) acknowledges and agrees that compliance with this Addendum in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. If the Parties determine that any clause in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

**UNLESS SPECIFICALLY EXEMPTED, THE FOLLOWING CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS APPLY TO ALL DATA MADE AVAILABLE TO THE VENDOR UNDER THE TERMS OF THIS AGREEMENT.**

#### REQUIRED CONDITIONS:

1. **Order of Precedence:**
  - a. To the extent, any provision in this Addendum is inconsistent or incompatible to terms included elsewhere in this Agreement, the parties agree that this Addendum shall take precedence and the conflicting provisions shall be null and void.
2. **Definitions:** The following terms shall be defined as follows for purposes of the Agreement.
  - i. The term **SOPPA Covered Information** means personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format that is not publicly available and is any of the following:
    1. Created by or provided to an Operator by a student or the student's parent or legal guardian in the course of the student's, parent's, or legal guardian's use of the Operator's site, service, or application for K through 12 school purposes.
    2. Created by or provided to an Operator by an employee or agent of a school or school district for K through 12 school purposes.
    3. Gathered by an Operator through the operation of its site, service, or application for K through 12 school purposes and personally identifies a student, including, but not limited to, information in the student's educational record or electronic mail, first and last name, home address, telephone number, electronic mail address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, a social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or geolocation information.
  - ii. The term **Personally Identifiable & Protected University Data** shall include an individual's name first or last, e-mail address or password in an unencrypted or redact form when used in combination one or more of the following data elements including: an (i) identification numbers (e.g. individual's government-issued identification number or social security number, driver's license number); (ii) information protected by federal or state law (e.g. ethnicity, race, religion, disability status, veterans status, etc.), (iii) financial data (including account numbers, credit card number, or other information that would permit access to an individual's financial data; (iii) biometric or health data; or (iv.) other data that if released could create a safety or security concern for the University or members of the University community.
  - iii. University Data includes any information provided by the University pursuant to the Agreement.
3. **University Data & SOPPA Covered Information Security Protections:** Vendor shall provide commercially reasonable and adequate protection on its network and systems to protect University Data and SOPPA Covered Information from unauthorized access, acquisition, destruction, use modification or disclosure that shall include but not be limited to include firewalls and intrusion detection/prevention, authentication and encryption capabilities (including mobile devices, USB storage devices and backup media) in accordance with standard industry practices.
  - a. **Use of Data:** Vendor agrees that any and all University Data and SOPPA Covered Information exchanged shall be used expressly and solely for the purposes enumerated in the Agreement.
  - b. **Data Transmission & Storage:** In general, Vendor shall implement administrative, physical and technical safeguards to protect University Data and SOPPA Covered Information that are no less rigorous than accepted industry practices. Vendor agrees that University Data and SOPPA Covered Information must be stored and transmitted in accordance with standard industry encryption standards. Personally Identifiable & Protected University Data and SOPPA Covered Information may not be processed or stored outside the U.S.

- c. **Third-Party Assurances / Subcontractors:** Vendor may only release University Data and SOPPA Covered Information to a subcontractor, affiliate or other third party with the designated University authorized official's prior written consent and provided that such subcontractor, affiliate, or other third party agrees to comply with all provisions of this Agreement.
- d. **Return/Destruction of Data:**
  - i. As applicable and in accordance with law, within a reasonable time period after termination of this Agreement, for any reason, Vendor shall return or destroy (as specified by the University) all University Data and SOPPA Covered Information and indexing information received from University, or created or received by Vendor on behalf of the University. This provision shall apply to data in the possession of subcontractors or agents of Vendor.
  - ii. Destruction of University Data and SOPPA Covered Information will be conducted in accordance with standard industry practices deemed acceptable by the University and Illinois State Record Act requirements.
  - iii. Vendor shall provide proof or certification of destruction of the data to the University's Information Security Officer.
- e. **Data Processing Integrity:** As applicable, Vendor shall take commercially reasonable measures, including regular data integrity audits, to protect Data against deterioration or degradation of data quality and authenticity. Vendor will maintain appropriate contingency / recovery plans for any University Data and SOPPA Covered Information in the event of loss of data or breach.

4. **Breach:**

- a. **Notice:** Vendor, including any subcontractors, affiliates, and third parties, shall report in the most expedient timeframe possible but no later than 48 hours to the University Information Security Officer (i) any breach of security involving, or potentially involving, University Data and SOPPA Covered Information, or (ii) any use or disclosure of University Data and SOPPA Covered Information other than the Permitted Uses or breach of federal and state privacy laws. Vendor shall fully cooperate with the University with respect thereto. The University Information Security Officer can be contacted e-mailing [informationsecurityoffice@illinoisstate.edu](mailto:informationsecurityoffice@illinoisstate.edu).
- b. **Indemnification:** Vendor shall indemnify, defend and hold University harmless from and against all third-party claims, actions, suits and proceedings resulting from the release of any University Data and SOPPA Covered Information, including the University's costs and reasonable attorneys' fees which arise as a result of Vendor's failure to safeguard University Data and SOPPA Covered Information as provided in this Agreement. Any limitations of liability contained in the Agreement shall not be applicable to Vendor's obligations pursuant to this section.

**ADDITIONAL DATA SECURITY TERMS & CONDITIONS:**

Please check those terms and conditions applicable to this Agreement.

**Vendor Certifications:** Prior to performing services which require access to, transmission of and/or storage of **University Data & SOPPA Covered Information**, Vendor will provide a third party certification of compliance with standard industry practices in a form acceptable to the University Information Security Officer.

**FERPA & State Privacy Protections.** Vendor hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of **University Data and SOPPA Covered Information** from education records as defined in the Family Educational Rights & Privacy Act ("FERPA") 34 CFR § 99.00 et seq. Vendor agrees to comply with all applicable state privacy protections including but not limited to the Illinois School Student Records Act (105 ILCS 10), the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 10), the Identity Protection Act (105 ILCS 85), and the Personal Information Protection Act (815 ILCS 530). Vendor agrees that the Vendor is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the school would otherwise use its own employees and is using University Data and SOPPA Covered Information for an authorized purposes and in furtherance of such legitimate educational interest. Vendor further acknowledge and agrees that it shall maintain the confidentiality, and shall not re-disclose, personally Identifiable Information from education records except as authorized by the University in writing.

**SOPPA.** Vendor agrees to comply with all operator prohibitions and restrictions on the use and re-disclosure of **University Data & SOPPA Covered Information** from education records as outlined in the Illinois Student Online Personal Protection Act, 105 ILCS 85, et seq. These include but are not limited to:

- Vendor may not use University Data & Covered Information to engage in targeted advertising, amass profiles on student or the parents, or sell/rent any student information, or disclose info to any third-party, unless such party maintains all required security procedures and practices.
- As required by SOPPA, Vendor agrees, upon request and within reasonable period of time, to provide a copy of any student's information provided or maintained by the Vendor, as operator. Vendor agrees to correct any factual errors within 90 days of such request.
- Vendor may only use data to improve operability/functionality of operator's site, to ensure legal and regulatory compliance, to take precautions against liability, to respond to judicial process, to protect the safety/integrity of users to the site.
- In the event of a breach of SOPPA Covered Information that is attributable to the Vendor, the Vendor agrees to reimburse and indemnify University for any and all costs and expenses University incurs in investigating and remediating the breach, without regard to any limitation of liability provision including but not limited to costs and expenses associated with:
  - Providing notification to parents of students whose data was compromised;
  - Providing credit monitoring to those students whose data was exposed in a manner that a reasonable person would believe may impact the student's credit or financial security;
  - Legal fees, audit costs, fines, and any other fees or damages imposed against the University as a result of the breach; and
  - Provision of any other notification or fulfilling any other requirements as required by law.

**Health Insurance Portability and Accountability Act ("HIPAA"):** If the Vendor is a "covered entity" as that term is defined under HIPAA, the Vendor shall enter into a Business Associate Agreement with the University. If the Vendor is not a "covered entity" as that term is defined under HIPAA, the Vendor acknowledges i) any students working at the Vendor's site or under the Vendor's supervision and control are part of the Vendor's "workforce" as defined in HIPAA Privacy Regulations at 43 C.F.R. 160.103, and ii) no Business Associate agreement is required between the University and Facility. The Facility will provide the necessary HIPAA training to students and students will be expected to comply with HIPAA and any other confidentiality requirements of the Facility.

**PCI Standards:** If, in the course of providing services to University, Vendor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Vendor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Service Provider's sole cost and expense.

**Vendor Monitoring/Audit:** With prior written notice, University (or its agent or affiliate) may audit Vendor's use of the University Data to ensure that Vendor is in compliance with the terms of this Agreement. Vendor will keep complete and accurate records of all

use of University data, including a log file of all employees with access to University Data. University may at its own expense and upon no less than five working days written notice audit Vendor's use, access, or maintenance of the University Data. As part of such audit, University is entitled to obtain physical and electronic data concerning use of University's data upon submitting a reasonable request to Vendor. Such audit will not interfere unreasonably with Vendor's business activities, will be conducted no more often than once per calendar year at a location, unless a previous audit disclosed a material breach. If an audit reveals the Vendor has breached this Agreement, University may immediately terminate the Agreement.

**Illinois State University reserves the right and the parties agree to amend the Data Security Addendum and related Agreement to address required data security requirement changes in law, including those changes that may apply under the European Union General Data Protection Regulations, effective May 25, 2018.**

## Part 2: University & Illinois Procurement Code Addendum

The Board of Trustees of Illinois State University (University, ISU), a body corporate and politic of the State of Illinois and the Vendor are entering into a contract/agreement. For the parties' mutual convenience, the parties are using the Vendor's Contract Form. This Addendum is incorporated into the Vendor's Contract Form and made an integral part thereof.

Vendor acknowledges and agrees that the Vendor's Contract Form may include some types of clauses or sales terms not acceptable to the University because of statutory restrictions or other policy considerations. If the Parties determine that any provision of this Addendum in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

### 1. Order of Precedence:

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to the Vendor's Contract Form, the parties agree that this Addendum shall take precedence and the conflicting provisions of the Vendor's Contract Form shall be null and void.

### 2. Insurance:

- a. Illinois State University shall not be required to maintain any type of insurance for the Vendor's benefit.
- b. During all times relevant to this agreement, Vendor shall maintain and keep in effect applicable general liability insurance with limits acceptable to the Board of Trustees of Illinois State University, and shall provide proof of coverage upon request. Additional insurance coverage, as specified in subsection c below, may be required for this agreement depending upon the services provided by the Vendor

### 3. Confidential Information:

- a. Confidential Information may be made available to the Vendor under this Agreement. The Vendor agrees to i) protect any Confidential Information from unauthorized use or disclosure; ii) disclose Confidential Information only to employees and other representatives who have agreed to comply with this agreement; and iii) use the Confidential Information only for the purposes authorized in this Agreement.
- b. All Confidential Information remains the property of the University.
- c. "Confidential Information" means any information provided by the University whether of a technical, business or other nature that is disclosed to the Vendor that is designated as Confidential by the University, that is protected from disclosure by applicable state or federal law, or that the Vendor has reason to believe is confidential, proprietary, or trade secret information of the University. Confidential Information does not include any information that: (a) was acquired lawfully by the Vendor or independently developed or acquired by the Vendor outside this Agreement; (b) is or becomes part of the public domain through no fault of the Vendor; or, (c) is authorized for release by written notice from University to Vendor; or (d) is otherwise required to be disclosed by law.
- d. ISU reserves the right to disclose contract purchase information as required by the State of Illinois Freedom of Information Act without pre-notification or approval from the Vendor.

### 4. Governing Law:

- a. Notwithstanding any provision to the contrary, the Vendor's Contract Form shall be governed and construed in accordance with the laws of the State of Illinois.
- b. For venue purposes, it is deemed that all obligations of the parties created hereunder are performed in McLean County, Illinois.

### 5. Term:

- a. Notwithstanding any provision, the term of the contract (including original and renewal terms) shall not exceed 10 years in total.
- b. No term will automatically renew regardless of stated required notification periods. All renewals will only be valid with the issuance of a University purchase order or other written direction from University.



**6. Indemnification/Hold Harmless/Limitation of Liability:**

- a. It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.
- b. The University shall not agree to any additional provision:
  - i. Requiring the University to indemnify or hold harmless the Vendor for any act or omission.
  - ii. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, or unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
  - iii. Requiring the University to make payments for total or partial compensation or payment for lost profit or liquidated damages if the Agreement is terminated before the end of the term.
  - iv. Limiting the liability of the Vendor for property damage or personal injury.
  - v. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity.
  - vi. Obligating the University to pay costs of collection or attorney's fees.
  - vii. Granting the Vendor a security of interest in property of Illinois State University.
  - viii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Illinois.
  - ix. Requiring the University to waive the sovereignty of Illinois, waiver of any right to a jury trial, increasing the University's liability beyond that authorized in the Illinois Tort Claims Act, or authorizing Vendor to execute any settlement obligation that would bind the University without the consent of the Board of Trustees of Illinois State University and/or the Illinois Attorney General, as applicable.

**7. Payment Obligations:**

- a. All amounts, including but not limited to interest and/or late charges, owed by the University under the Vendor's Contract Form shall be made in accordance with applicable provisions of the Illinois Prompt Payment Act.

**8. Independent Contractor: In Vendor's performance under this Agreement, the Vendor acts and will act as an independent contractor and not as an agent or employee of Illinois State University.**

**9. Use of University Name & Facilities: Vendor shall not use the name of the University in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of University. If**

applicable, Vendor's use of University Facilities shall comply with all University policies, procedures and requirements.

10. **Force Majeure Provisions:** It is agreed that no claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of either party (including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services ("a Force Majeure Event")), to the extent that such circumstance delays or otherwise makes it illegal or impossible for a party to satisfy its performance obligations under the Agreement. In the event of a Force Majeure Event, the parties agree to negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to resume performance obligations under the Agreement. However, the contract is subject to termination/cancellation by the non-declaring party, unless the parties mutually agree, in writing, to amend the Agreement. As soon as reasonably practicable after a Force Majeure Event occurs, the non-declaring party will provide a written notice to the other party (or parties) that specifies the Agreement termination date. In the event of a termination due to a Force Majeure Event, the Vendor will refund to University all recoverable expenses and 50% of any documented, reasonable, nonrecoverable expenses incurred by Vendor prior to the date of termination. Vendor agrees to provide University with documentation, acceptable to the University, in its sole discretion, that details reasonable, nonrecoverable expenses retained by Vendor relating to the Force Majeure Event.

11. **Procurement Code Required Certifications:**

- a. Vendor acknowledges and agrees that compliance with the attached Certifications and Additional Terms for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.
- b. This subsection, in its entirety, applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.
- c. If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

12. **Compliance:**

- a. **Statutory Compliance:** All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University. Vendor agrees to comply with all applicable federal, state, and local laws, orders and regulations.
- b. **University Policies and Procedures:** Vendor agrees to comply with applicable University policies and procedures, as applicable.

- c. **Nondiscrimination:** Vendor agrees to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Vendor shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, protective order status, disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era in the performance of this agreement.
  - d. **Taxes:** The Agreement shall not obligate the University to pay taxes unless otherwise required by law.
  - e. **Withholding/Legal Status:** Vendor shall provide true and correct information regarding its Federal Tax Payer Identification Number (FEIN), tax withholding status and legal status information. Any change in the Vendor's tax withholding status must be immediately reported to the University by Vendor. If a W-8 or W-9 form is required, payment will not be made prior to receipt of a completed form.
  - f. **Export Control:**
    - i. University agrees to comply with applicable U.S. laws, regulations, orders or other restrictions on exports and further shall not sell, license or re-export, directly, or indirectly, any information, data, products, items subject to the Agreement to any person or entity for sale in any country or territory, if, to the knowledge of University, such action would cause the Vendor to be in violation of any such laws or regulations now or hereafter in effect.
    - ii. Vendor shall also notify the University if any of the individuals, equipment, data, services provided or other commitments made or subject to the Agreement are subject to the U.S. Export Administration Regulations, controlled by the International Traffic in Arms Regulations, subject to Office of Foreign Assets Control restrictions, or otherwise subject to export restrictions by a federal agency.
13. **Assignment:** This contract may not be assigned, in whole or in part, by either party without the prior written approval of the other party, except in connection with a merger or sale of all or substantially all of the assets of such party provided, however, that the obligations of such party under this Contract shall not be extinguished or otherwise affected by any such assignment.

## Certifications and Additional Terms

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, also applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor certifies that is has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt. 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38.
16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
  - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act

20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
24. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)). 30 ILCS 587.
25. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
26. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
28. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
29. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
31. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43.

**Additional Terms:**

**Assignment and Subcontracting:** (30 ILCS 500/20-120 ) Any contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of their contract.

**Audit / Retention of Records:** (30 ILCS 500/20-65) Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

**Availability of Appropriation** (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

**Transportation Sustainability Procurement Program Act** (30 ILCS 530/10 (b): All contracts for freight, small package delivery, and any transportation of cargo require providers to report the amount of energy the service provider consumed to provide those services to the State and the amount of associated greenhouse gas emissions, including energy use and greenhouse gases emitted as a result of the provider's use of electricity in its facilities and the energy use and greenhouse gas emissions by the service provider's subcontractors in the performance of those services.

**Expatriated Entity:** For purposes of this provision, an expatriated entity is an entity that meets the definition outlined in 30 ILCS 500/1-15.120. Per 30 ILCS 500/50-17, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall enter into a contract with a State agency under this Code if that business or any member of the unitary business group is an expatriated entity unless the Chief Procurement Officer:

- a) Has determined the contract is awarded as a sole source; or
- b) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical supplies, or devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritionals regulated by the Food and Drug Administration under the Federal Food, Drug, and Cosmetic Act.

**Sexual Harassment Policy:** Per 30 ILCS 500/50-80, Vendor agrees that it has a sexual harassment policy that meets the requirements of or is otherwise in accordance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). Vendor agrees to provide a copy of the policy to the University upon request.