

[August 28, 2024]

## **Terms of Service**

### **1. Introduction**

Welcome to Symbiotic STEM! Please carefully read the following Terms of Service (the “Terms”) to learn the rules and restrictions governing your use of our website and related services (the “Services”).

These terms are a binding agreement between the user (“you”) and Symbiotic STEM Inc. (“Symbiotic STEM,” “we,” or “us”). By using the Services in any manner, including by browsing the Symbiotic STEM website, you agree to be bound by these Terms.

### **2. Modification**

Symbiotic STEM reserves the right, at its sole discretion, to modify these Terms at any time and without prior notice. If we modify these Terms, we will post a notification on our website or otherwise provide you with notice of the change. The date of the last modification will also be posted at the beginning of these Terms. It is your responsibility to check from time to time for updates. By continuing to access or use the Services, you accept and agree to be bound by any modified Terms.

### **3. Privacy Policy**

Our [Privacy Policy](#) discusses how we collect, process, and disclose personal information through these Services. Please read this policy carefully.

### **4. Eligibility**

You must be at least 13 years of age in order to use the Services. If you are not at least 13 years old, you may not use the Services at any time or in any manner or submit any information to Symbiotic STEM.

If you are 13 or older but under the age of 18, you may use our services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms on your behalf. If you are a parent or legal guardian agreeing to these Terms for the benefit of a child who is between 13 through 18 years old, you are fully responsible for that user’s use of this platform.

If you use the Services on behalf of a company, partnership, association, or other entity, you hereby represent and warrant that you have the capacity to enter into these Terms on behalf of the entity, or that an authorized representative of the entity has agreed to bind the entity to these Terms.

### **5. Mentor and Mentee Releases**

Those who use the Services in order to provide mentorship and counseling regarding careers in STEM (“Mentors”) and those who use the services to seek such mentorship and counseling (“Mentees”) each agree to a separate agreement that discusses those specific aspects of the Services (collectively, the “Releases”). To the extent those Releases conflict with these Terms, those Releases shall supersede these Terms.

### **6. Independent from Mentorship Provided**

Symbiotic STEM is a matchmaking service that connects Mentees, schools, and other partners with Mentors. You agree and acknowledge that Mentors and Mentees are independent parties, and are not employees, agents, or otherwise affiliated with Symbiotic STEM. The views and opinions expressed by Mentors and Mentees should not be ascribed to Symbiotic STEM.

## **7. Acceptable Use**

Conditioned on your ongoing acceptance of and compliance with these Terms, Symbiotic STEM hereby grants you permission to use the Services. You further specifically agree that your use will adhere to the following, restrictions and obligations.

You hereby agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation;
- To impersonate or attempt to impersonate Symbiotic STEM, a Mentor, Mentee, another user, or any other person or entity; or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services or may harm the owners and operators of the Services.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the site, or interfere with any other party's use of the Services; or
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Services.

## **8. Third Party Content**

By using the Services, Symbiotic STEM may provide you with access to third-party websites, information, and services, including but not limited to third party databases, networks, servers, software, programs, systems, directories, applications, or products. You hereby acknowledge that Symbiotic STEM does not control such third-party resources, and cannot be held responsible for their content, operation, or use. Symbiotic STEM does not give any representation, warranty, or endorsement, express or implied, with respect to the legality, accuracy, quality, or authenticity of content, information, or services provided by such third-party websites and services. Symbiotic STEM disclaims all responsibility or liability for any harm resulting from your use of such third-party websites and services.

## **9. Warranties**

YOU HEREBY ACKNOWLEDGE THAT YOU ARE USING SYMBIOTIC STEM AT YOUR OWN RISK. THE SERVICES AND CONTENT ARE PROVIDED "AS IS," AND SYMBIOTIC STEM, ITS AFFILIATES AND ITS THIRD PARTY SERVICE PROVIDERS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, EXPRESS OR IMPLIED, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM. SYMBIOTIC STEM, ITS AFFILIATES, AND ITS THIRD-PARTY SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS, LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES OR OTHER MALWARE WILL BE TRANSMITTED THROUGH THE SERVICES.

## **10. Notices**

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Symbiotic STEM through any contact information you provide, or by posting to the Services.

#### **11. No Waiver**

No waiver by Symbiotic STEM of any term or condition set out in these Terms shall be deemed a further or continuing waiver of any other term or condition, and the failure of Symbiotic STEM to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

#### **12. Severability**

If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect.

#### **13. Governing Law and Jurisdiction**

These Terms shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Any action arising from or related to the use of these Services or alleging breach of these Terms shall be brought in a state or federal court in Middlesex County, Massachusetts. Both parties agree to the exclusive personal jurisdiction and venue of such courts.

#### **14. Entire Agreement**

Except as provided in Section 5 above, these Terms constitute the entire agreement between you and Symbiotic STEM regarding your use of the Services and supersede all prior written or oral agreements.

#### **15. Contact Us**

If you have any questions about Symbiotic STEM, please do not hesitate to contact us at [contact@symbioticstem.org](mailto:contact@symbioticstem.org).