

DOCURIOUS TERMS & CONDITIONS

Version 2.1 – Effective July 1, 2026

Last Updated: June 2026

Material Changes in This Version:

Version 2.1 updates include corrections to the verifiable parental consent description, revised Track Record sharing architecture reflecting the default-to-restriction principle, updated age-13 transition provisions, clarification of the COPPA school consent exception, and various housekeeping corrections including entity name standardization.

These Terms govern all use of the DoCurious Platform beginning July 1, 2026.

Notice of Changes:

Material changes to these Terms take effect 30-60 days after notice, depending on the significance of the changes. Continued use after the effective date constitutes acceptance. See Section 17 for complete information about how we notify users of changes and your rights regarding updates.

Important:

If you are a parent of a child under 13 or a school administrator managing student accounts, you must review and affirmatively accept significant changes on behalf of minors or students. See Section 17 for details.

These Terms & Conditions ("Terms") constitute a binding legal agreement between you ("User," "you," or "your") and DoCurious, Inc. ("DoCurious," "we," "our," or "us"). These Terms govern your access to and use of the DoCurious Platform, including all associated services, features, and content (collectively, the "Platform").

By creating an account, booking or participating in a Challenge, or otherwise using the Platform, you agree to be bound by these Terms. If you do not agree, you may not use the Platform.

DEFINITIONS

For purposes of these Terms and our Privacy Policy:

- **"Challenge"** means an educational or experiential activity offered through the Platform.
- **"Platform"** means the DoCurious website, mobile applications, and all associated services, features, and content.
- **"User Content"** means any content submitted, uploaded, or created by users, including reviews, photos, videos, text, and other materials.
- **"Track Record"** means a user's record of completed challenges, achievements, and activity history, including photos, videos, audio recordings, and written reflections submitted in connection with Challenge completion.
- **"Minor Account"** means an account created for a user under 13 years old with verifiable parental consent.
- **"Provider"** means independent contractors who create, list, sell, or deliver Challenge content.
- **"Doer"** means an individual who participates in or completes a Challenge.
- **"Purchaser"** means the person or entity that books, pays for, or assigns a Challenge.
- **"Provider Fees"** (defined in Section 11A and Appendix D) means all commissions, affiliate fees, marketing fees, subscription fees, listing fees, future fees, and any other amounts owed by a Provider to DoCurious under these Terms, the Affiliate Fee Schedule, or any Provider or Affiliate Agreement.
- **"Affiliate Vendor"** means a third-party merchant or vendor (other than a Challenge Provider) whose products or services are featured, linked, or promoted on the Platform through affiliate marketing arrangements.
- **"Challenge Provider Products"** means any products, services, accessories, add-ons, supplies, materials, or related items sold or offered by a Challenge Provider in connection with or as a result of DoCurious's referral of users to that Provider.
- **"Affiliate Products"** means products or services sold by Affiliate Vendors that may be useful, relevant, or complementary to Challenge activities but are not provided by Challenge Providers and are not required for Challenge participation.
- **"Attribution Period"** means the time period during which sales to a referred user are attributed to DoCurious for commission purposes, as specified in these Terms or in individual Provider or Affiliate Agreements.
- **"Oversight Access"** means administrative access granted to schools (for school-managed accounts) that allows viewing and managing student accounts through a separate dashboard.

SECTION 1: ACCOUNT TYPES, ELIGIBILITY, AND USER ROLES

1.1 Overview of Account Types

DoCurious offers different account types designed for various user needs and age groups. Each account type has specific features, restrictions, and compliance requirements. The account types are:

- Standard User Account (Ages 13+)
- Parent Account (For managing Minors Under 13)
- Minor Account (Under 13, managed by Parent Account)
- School Account (For educational institutions managing student accounts)

Your responsibilities and rights differ depending on your account type. Please read the section applicable to you carefully.

1.2 General Eligibility Requirements

To create any account on DoCurious, you must:

- Be at least 13 years old to create a Standard User Account independently
- Provide accurate, current, and complete information during registration
- Maintain and update your account information
- Keep your password secure and confidential
- Be a resident of the United States (international expansion may occur later)
- Not be prohibited from using the Platform under U.S. law or any applicable jurisdiction

Account Security:

You are responsible for all activity under your account. If you believe your account has been compromised, notify us immediately at help@docurious.com.

1.3 Standard User Account (Ages 13 and Older)

Who Can Create:

Individuals aged 13 or older can create a Standard User Account independently.

Features and Capabilities:

- Browse and enroll in Challenges
- Submit Challenge completion materials (photos, videos, written work, etc.)
- Communicate with Challenge Providers
- Leave reviews and ratings for Challenges

- Manage privacy settings for content sharing
- Control their own account without parental oversight

Account Verification:

Standard accounts require email verification. For payment processing, you must provide valid payment information and billing address.

Age Verification:

If we have reason to believe a user under 13 has created a Standard Account (rather than a parent-managed Minor Account), we will:

- Request age verification
- Suspend the account pending verification
- Convert to a Parent-managed Minor Account if the user is under 13, or
- Terminate the account and delete data if verification fails

1.4 Parent Account and Minor Account (For Children Under 13)

Due to the Children's Online Privacy Protection Act (COPPA), children under 13 cannot create accounts independently. Instead, a parent or legal guardian must create a Parent Account and then create a linked Minor Account for their child.

1.4.1 Parent Account Features

Who Can Create:

Adults (18+) who are parents or legal guardians of children under 13.

Parent Account Capabilities:

- Create and manage multiple Minor Accounts (for multiple children)
- Enroll children in Challenges
- Review and approve all child Track Record sharing before it occurs
- Control all privacy and sharing settings for child's account
- Communicate with Providers on behalf of child
- Delete child's account or content at any time
- Receive all notifications related to child's activities

Parent Verification and Consent:

To create a Minor Account, parents must:

- Provide their own personal information (name, email, phone)
- Provide basic information about the child (first name, age/birthdate, grade level)
- Complete a \$1.00 credit card verification charge to confirm adult identity and obtain verifiable parental consent under COPPA

- Agree to DoCurious's collection and use of child information as described in the Privacy Policy
- Complete annual re-verification (see Section 1.4.8)

Why We Use Credit Card Verification:

The Children's Online Privacy Protection Act (COPPA) requires that we obtain verifiable parental consent before collecting personal information from children under 13. We use a credit card charge as one method permitted under COPPA to verify that the person providing consent is an adult with access to a valid payment method. This charge:

- Confirms that the person completing consent has access to a valid credit or debit card registered to an adult
- Is a one-time charge per child account (unless the account is closed and recreated)
- Is non-refundable
- Does not grant access to any additional features; it is used solely for identity verification and consent purposes

1.4.2 Minor Account Features

Minor Accounts are controlled by the Parent Account. Parents have full administrative authority over the Minor Account, including control over all sharing permissions and content visibility. Where the platform permits a child to log in directly, that access is limited to age-appropriate platform activities and does not include the ability to change privacy settings, authorize sharing of Track Records or other content, or make decisions that require parental consent under COPPA. Any action that requires parental consent must be completed through the Parent Account.

What Parents Can Do for Their Child:

- Enroll in age-appropriate Challenges
- View Challenge history and progress
- Review and approve Track Record sharing requests
- Manage what information is shared with Providers and school personnel

What is NOT Collected from Minors:

We minimize data collection from children under 13. We do NOT collect from children under 13:

- Location data beyond general region (for local Challenge availability)
- Persistent identifiers for behavioral advertising
- Social security numbers or other government IDs

1.4.3 Parental Rights Under COPPA

Parents have the following rights regarding their child's information:

Right to Review:

You can review all personal information collected from your child by logging into your Parent Account or emailing help@docurious.com.

Right to Delete:

You can request deletion of your child's information at any time. We will comply within 30 days, except for information we must retain for legal reasons (e.g., payment records).

Right to Refuse Further Collection:

You can refuse to allow further collection or use of your child's information. However, this may result in inability to provide Platform services, as the data collection is necessary for operation.

Right to Consent Withdrawal:

You can withdraw consent at any time by requesting account deletion. This will terminate the child's access to the Platform.

How to Exercise Parental Rights:

Email help@docurious.com from your verified parent email with your request. We will respond within 10 business days.

1.4.4 Content Sharing and Privacy for Minors**Default-to-Restriction:**

All sharing of Track Records and other content associated with a Minor Account is restricted by default. No Track Record or Challenge completion content is shared with any recipient — including Challenge Providers, school personnel, other users, or the public — unless a parent has given affirmative approval for that specific sharing. Enrollment in a Challenge does not constitute consent to share Track Record content.

Parental Approval Required:

When a child submits a Track Record or other Challenge completion content, sharing with any permitted recipient requires a separate, affirmative parental approval. Parents will be notified of pending sharing requests and must approve them before any sharing occurs. Sharing recipients and available sharing options are determined by the parent's account type, the child's enrollment status, and platform configuration at the time of the request.

Available Sharing Recipients:

Depending on account type and platform configuration, parents may authorize sharing of Track Record content with one or more of the following recipient categories, each of which requires separate parental approval:

- School personnel associated with the child's enrolled school (where applicable)
- Challenge Providers associated with an enrolled Challenge

- Other permitted recipients as made available by the platform from time to time

The specific recipient categories available to a given account are displayed in the parent dashboard at the time of the sharing request.

No Public Profiles:

Children under 13 do not have public profiles. Track Record content and Challenge completion materials are never visible to the general public or to other platform users without explicit parental opt-in for a specific, disclosed purpose.

Provider Data Obligations:

When a parent authorizes sharing of Track Record content with a Challenge Provider, that Provider is bound by our Provider Agreement to:

- Use the content only for Challenge delivery, verification, and feedback
- Not use the content for marketing or any purpose beyond the Challenge
- Not share the content with third parties
- Handle the content in compliance with COPPA

Other Children in Track Record Submissions:

Track Record submissions may include images or recordings in which other children appear. The submitting parent is solely responsible for ensuring they have appropriate permission to include any other child in a submission. By submitting Track Record content that includes other children, the submitting parent represents that they have the right to do so. DoCurious does not review submissions for the presence of other children, does not collect or verify consent from parents of children who appear in another child's submission, and is not responsible for submissions that include other children without appropriate permission.

No Marketing Use:

We will never use your child's Track Record content, name, photo, or other identifiable information in external marketing, promotional materials, or public-facing communications without your separate, explicit, per-use consent.

1.4.5 Multiple Guardians and Shared Custody**Multiple Guardians:**

If multiple parents or legal guardians exist for a Minor (e.g., divorced or separated parents), the parent who creates the Parent Account has primary administrative control by default.

Conflicting Instructions:

In cases where we receive conflicting instructions from multiple guardians, we will:

- Honor any court order or custody agreement provided to us that specifies educational decision-making authority

- Defer to the most restrictive privacy/safety choice
- Suspend the account if disputes cannot be resolved, until parents provide joint written instructions, a court order, or mediation/arbitration resolution

DoCurious's Role in Custody Disputes:

Disputes between parents/guardians must be resolved between the parties themselves, through mediation, or by the courts. DoCurious is not responsible for adjudicating custody, parental rights, or educational decision-making conflicts.

Legal Guardianship vs. Custody:

If someone other than a biological parent has legal guardianship (e.g., grandparent, foster parent, adoptive parent), we will recognize that guardian's authority upon receipt of legal documentation (e.g., guardianship papers, adoption decree).

1.4.6 Transition from Minor Account to Standard Account

When a child reaches age 13, their Minor Account automatically transitions to a Standard Account under their own control. COPPA protections no longer apply, and parental administrative control ends at that point.

We will notify both the parent and the child approximately 30 days before the child's 13th birthday that this transition will occur. No action by the parent is required.

Upon transition:

- The teen gains full control of the account including all privacy and sharing settings
- All Challenge history, Track Record content, and submissions are retained unless the teen requests deletion
- Standard User terms and privacy settings apply going forward

If the family wishes to delete the account rather than transition it, the parent may request deletion before the child's 13th birthday through the Parent Account dashboard or by contacting help@docurious.com.

1.4.7 Parent Responsibilities

By creating a Minor Account, you (the parent/guardian) represent and agree that:

- You are the child's parent or legal guardian
- You have authority to consent to the collection and use of your child's information
- You will supervise your child's use of the Platform
- You will evaluate Challenges for age-appropriateness before enrolling your child
- You will not share your Parent Account credentials with others
- You will promptly update your contact information if it changes
- You will respond to annual re-verification requests (see below)

You are responsible for:

- All activity on your child's Minor Account
- Ensuring your child's safety during Challenges (DoCurious does not provide supervision)
- Monitoring your child's interactions with Providers
- Reporting any concerns or incidents to us immediately

1.4.8 Annual Re-Verification of Parental Consent

COPPA requires us to maintain ongoing parental consent. Therefore, we will contact you annually (on or near the anniversary of account creation) to re-verify your consent to continue collecting your child's information.

Re-Verification Process:

- We email you at your registered parent email
- You must affirmatively respond within 30 days
- If you do not respond, we will send reminder emails
- If you do not respond after 60 days, we will suspend the Minor Account until you re-verify

What Happens if You Don't Re-Verify:

- After 60 days: Account is suspended (in-progress Challenges are paused)
- After 90 days: We may delete the Minor Account and associated data
- Upon re-verification: Account access is restored, and in-progress Challenges resume without loss of progress

Re-Verification is Free:

There is no charge for annual re-verification (the \$1.00 COPPA verification fee is one-time only).

1.4.9 Contacting Parents

We will contact parents for:

- Annual re-verification of consent
- Material changes to the Privacy Policy affecting children
- Safety or security incidents involving the child's account
- Responses to parental requests (access, deletion, etc.)
- Notices of account suspension or termination

We will NOT contact parents for:

- Marketing or promotional purposes (without separate consent)
- Requests to upgrade or purchase additional services
- Non-critical Platform updates

1.5 School Accounts (For Educational Institutions)

Schools, districts, and other educational institutions can create School Accounts to manage student accounts in bulk.

School Account Features:

- Create and manage multiple student accounts
- Enroll students in Challenges as part of curriculum or extracurricular activities
- Monitor student progress and completion (in compliance with FERPA)
- Manage billing and payments centrally
- Access aggregated analytics on student usage

Relationship Between DoCurious and Schools:

When a school creates student accounts, DoCurious acts as a "School Official" under FERPA (Family Educational Rights and Privacy Act), providing services that the school would otherwise perform.

School Responsibilities:

Schools must:

- Determine whether they qualify to use the COPPA school consent exception and ensure they meet all required conditions
- Where using the school consent exception, provide appropriate notice to parents before student accounts are activated
- Where not using the school consent exception, obtain individualized verifiable parental consent for each student under 13
- Ensure they have authority to share student data with DoCurious
- Notify DoCurious of any parental restrictions or opt-outs
- Maintain their own records of consents and comply with FERPA requests
- Use student data only for educational purposes

DoCurious Responsibilities:

As a School Official, we will:

- Use student data only for educational purposes and Platform operation
- Not disclose student data to third parties without school authorization (except as legally required)
- Maintain reasonable security measures
- Allow schools to review, correct, and delete student data
- Comply with school-directed data deletion requests

For detailed information, see:

- Privacy Policy, Section 4 (FERPA and School Accounts)
- School Agreement (separate document provided to schools)

1.5.1 Parental Rights Under FERPA

Even when schools manage accounts, parents retain rights under FERPA:

- Right to Review: Parents can request to see their child's education records, including data shared with DoCurious
- Right to Request Corrections: Parents can ask the school to correct inaccurate data
- Right to Consent Disclosure: Parents must consent before the school shares data with third parties (except School Officials like us)
- Right to Opt-Out: Parents can request that their child's data not be shared with DoCurious; in such cases, the student cannot use the Platform

Schools must handle these requests. If a parent contacts DoCurious directly, we will refer them to the school, except for data deletion requests (which we will honor directly).

1.5.2 Student Account Management by Schools**Student Accounts Created by Schools:**

- Students do not create accounts themselves; the school creates them
- Students typically log in via school-provided credentials (SSO or username/password)
- Students may not have individual email addresses associated with accounts (school email may be used)
- Parents may not have direct access to student accounts (they must go through the school)

Students Under 13:

COPPA applies to students under 13 in school-managed accounts. Under the COPPA school consent exception, a school may act as the consent authority on behalf of parents for educational technology services used for educational purposes and for the benefit of students. Where a school acts under this exception, individualized parental consent for each student is not required, provided that:

- The platform is used solely for educational purposes and for the benefit of the school and its students
- Student data is not used for commercial purposes beyond providing the educational service
- The school provides appropriate notice to parents about the use of DoCurious and the data collected
- Parents retain the ability to review and request deletion of their child's information

Schools are responsible for determining whether they qualify to use the school consent exception and for ensuring they meet all four conditions above. Schools that do not use the school consent exception must obtain individualized verifiable parental consent before creating

accounts for students under 13. DoCurious is not responsible for a school's failure to satisfy these conditions.

Data Minimization for School Accounts:

We collect only:

- Information necessary for Platform operation (name, grade, school, Challenge enrollments)
- Work submitted by students
- Usage data necessary for educational assessment

We do NOT collect:

- Social security numbers or government IDs
- Financial information (school pays, not students)
- Behavioral data beyond Platform use
- Data for commercial purposes

1.5.3 School Contracts and Addenda

Schools will enter into a separate School Agreement (or Data Processing Agreement/DPA) with DoCurious, which includes:

- Detailed data handling obligations (FERPA compliance)
- Security standards and breach notification procedures
- Data retention and deletion policies
- Limitations on use of student data
- Indemnification and liability provisions

The School Agreement governs in case of conflict with these Terms, except where these Terms provide greater protections (in which case the more protective term applies).

Requesting a School Agreement:

Contact help@docurious.com to receive a template School Agreement and discuss customization if needed.

1.6 Provider Accounts (Separate Terms Apply)

Individuals or organizations offering Challenges through DoCurious must create Provider Accounts and agree to a separate Provider Agreement.

Provider Account Features:

- List and describe Challenges
- Manage enrollments and schedules
- Communicate with enrolled Users

- Receive payments (minus DoCurious commission)
- Access reviews and ratings

Provider Eligibility and Vetting:

- Providers must pass background checks (for certain categories)
- Providers must have appropriate qualifications, certifications, and insurance (as applicable)
- Providers are independent contractors, not employees of DoCurious

Provider Terms are Separate:

This document (User Terms & Conditions) does not govern Providers. Providers agree to separate terms. See the Provider Agreement for details.

Challenge Provider Agreement:

If you register as a Challenge Provider to offer Challenges through the Platform, you must also accept and comply with DoCurious's Challenge Provider Agreement. The Challenge Provider Agreement is a separate contract that governs your relationship with DoCurious as a Provider and includes additional terms regarding compensation, requirements, and obligations specific to Providers.

Challenge Provider Classification:

If you register as a Challenge Provider, you will be classified into one of three tiers based on the type of Challenges you offer:

- Tier 1 (Digital Content Providers): Providers offering exclusively digital content such as instructional videos, downloadable guides, or online courses.
- Tier 2 (Physical Product/Kit Providers): Providers offering physical products, challenge kits, or materials shipped to users.
- Tier 3 (In-Person/Hosted Experience Providers): Providers offering in-person activities, hosted experiences, live instruction (whether in-person or virtual), or services requiring a specific venue.

1.7 Account Suspension and Termination

We may suspend or terminate any account if:

- You violate these Terms or our policies
- You provide false or misleading information
- You engage in fraudulent or illegal activity
- You harass or abuse other Users or Providers
- Your account poses a security risk
- You fail to pay amounts owed
- You fail to respond to re-verification requests (Minor Accounts)
- We are required to by law or court order

Process:

- We will usually provide notice and an opportunity to remedy (except for serious violations)
- In cases of fraud, threats, or legal requirements, we may terminate immediately without notice
- You may appeal terminations by emailing help@docurious.com

Effect of Termination:

- Loss of access to all Platform features
- Forfeiture of in-progress Challenges (no refunds, subject to our refund policy)
- Deletion of data (subject to legal retention requirements)

Voluntary Closure:

You may close your account at any time through account settings or by emailing help@docurious.com. Deletion takes effect within 30 days, subject to retention of legally required data.

1.8 Account Changes and Updates

You must:

- Keep your account information current and accurate
- Update your email, phone, and payment information if it changes
- Notify us of name changes, changes in guardianship (for Minors), or school transfers (for School Accounts)

We reserve the right to:

- Verify account information at any time
- Request documentation to confirm identity or eligibility
- Suspend accounts with outdated or unverifiable information

1.9 One Account Per Person

Each individual may have only one Standard Account or Parent Account. However:

- Parents may manage multiple Minor Accounts for multiple children
- Schools may manage many student accounts
- If you have both a personal Standard Account and a student account through your school, both are permitted (but you cannot have two personal accounts)

Duplicate Accounts:

Creating duplicate accounts to evade bans, leave multiple reviews, or manipulate the Platform is prohibited and may result in termination of all accounts.

1.10 Account Transfers

Accounts are Non-Transferable:

You may not sell, trade, or transfer your account to another person. Exceptions:

- Minor Account transitions to Standard Account at age 13 (see Section 1.4.6)
- Transfer of guardianship with proper legal documentation (see Section 1.4.5)
- School Accounts transferring students to another school (with school coordination)

1.11 Usernames and Public Profiles

Usernames:

You may choose a username (display name) for your account. Usernames must not:

- Impersonate others (real people or entities)
- Contain profanity, hate speech, or offensive terms
- Violate others's trademark rights
- Be misleading (e.g., claiming to be DoCurious staff)

Public Profiles (Standard Users Only):

Standard Users may have optional public profiles showing username, bio (if provided), completed Challenges (if user opts to display), and reviews left (if user opts to display). You control what's visible on your public profile. You can make it fully private if desired.

Minors Do Not Have Public Profiles:

Children under 13 do not have public profiles or visibility to other users beyond their enrolled Providers.

1.12 Summary of Account Types

Account Type	Age Requirement	Control	COPPA Applies	FERPA Applies	Public Profile
Standard User	13+	User	No	No	Optional
Parent Account	18+ (managing Minor)	Parent	Yes (for Minor)	No	Parent only
Minor Account	Under 13	Parent	Yes	No	No
School Account	Varies	School + FERPA rules	If under 13	Yes	No

Still Have Questions?

- General account questions: help@docurious.com
- COPPA/parental rights: help@docurious.com
- School accounts: help@docurious.com
- Security concerns: security@docurious.com

2. TERMINATION, SUSPENSION, AND ACCOUNT ACTIONS

DoCurious may suspend, restrict, or terminate accounts, or take other actions, at our sole discretion, including where:

- You violate these Terms or any policy
- You provide false, inaccurate, or misleading information
- You engage in fraud, abuse, harassment, illegal activity, or unsafe conduct
- You fail to pay amounts owed
- You create reputational, legal, or safety risks

You may appeal account suspensions or terminations by contacting help@docurious.com.

We may withhold or offset Provider payouts, affiliate credits, or other funds to cover refunds, chargebacks, or damages. We are not obligated to maintain or restore your account or User Content following termination. Any dispute arising from these actions will be resolved exclusively under the Dispute Resolution, Arbitration, and Governing Law section.

Providers and Non-Payment:

DoCurious may suspend, restrict, or terminate Provider accounts, restrict listing visibility, or remove Challenges from the Platform if a Provider fails to pay any Provider Fees (defined in Section 11A and Appendix D) owed to DoCurious. Termination of a Provider account does not eliminate or reduce any outstanding payment obligations, which remain immediately due and payable.

3. CANCELLATIONS, REFUNDS, AND BOOKING MODIFICATIONS

Affiliate Purchases:

For Challenge purchases on third-party vendor websites, DoCurious is not a party to the transaction and cannot issue refunds. All such matters must be resolved directly with the vendor.

Direct Purchases Through DoCurious:

- Digitally Guided Challenge: Refunds available within 14 days of purchase, unless the user has accessed 25% or more of the available content or modules, or 7 or more days have passed since first access.
- Hosted Challenge: Refund schedule as set forth in Appendix B.
- If the Provider cancels: Full refund or rebooking assistance.

Extenuating Circumstances:

Refunds may be issued at DoCurious's discretion for unforeseeable events (government orders, natural disasters, illness, death, etc.).

Refund Processing:

Approved refunds will be processed and issued to the original payment method within 30 business days of approval. DoCurious is not responsible for delays caused by financial institutions, payment processors, or Provider non-payment.

Schools and Organizations:

Refunds apply only to the purchasing school/organization, not to individual parents. Non-participation by students does not entitle refunds, but schools may reassign unused Challenge access.

4. USER CONTENT AND COMMUNITY STANDARDS

Your Content:

You are responsible for all User Content you submit. You retain ownership of your User Content, but by submitting it, you grant DoCurious certain licenses as described in Section 6 (Intellectual Property).

For Adult Accounts: You grant operational and internal marketing licenses for the life of your account plus 90 days, and may separately opt in to external marketing uses.

For Minor Accounts: Parents grant limited operational licenses and may opt in to additional uses through the parent dashboard. External marketing requires separate consent for each specific use.

Standards for Challenge Provider Content:

In addition to the general content standards above, Challenge Providers must ensure that all Challenges:

- Have clear, achievable objectives (Goal-Oriented Structure)
- Involve primarily real-world activities rather than screen-based activities (Real-World Focus)
- Clearly disclose all reasonably foreseeable risks and obtain informed consent (Safety and Risk Disclosure)
- Indicate the appropriate age range and ensure age-appropriateness (Age-Appropriateness)
- Comply with all applicable federal, state, and local laws (Legal Compliance)

Content Standards:

Content must not be false, misleading, infringing, unsafe, hateful, harassing, pornographic, violent, or otherwise unlawful. DoCurious may remove any content at our discretion.

Minor Accounts and Consent:

Parents grant DoCurious rights to use Minor Account content within the Platform. Separate explicit consent is required for external marketing use of child content. Parents may withdraw consent or request deletion; backups and de-identified uses may persist.

Reviews:

Reviews must reflect genuine experience and be honest and accurate. Manipulative or abusive reviews may be removed.

Enforcement:

DoCurious may suspend or terminate accounts for violations. You agree to indemnify DoCurious for claims related to your User Content.

SECTION 5: RISKS, RELEASES, AND LIMITATIONS OF LIABILITY

5.1 Understanding the Risks

DoCurious is a marketplace connecting Users with independent Challenge Providers. Challenges may involve various activities with inherent risks, including but not limited to physical risks, educational/developmental risks, digital/privacy risks, financial risks, and social/interaction risks.

5.2 Voluntary Assumption of Risk

By using the Platform and participating in Challenges, you (or the parent/guardian for Minors) voluntarily assume all risks described above and any other risks inherent in the activities. You acknowledge that DoCurious does not control how Providers conduct Challenges, we provide a platform but are not responsible for Provider actions, and you are responsible for evaluating whether a Challenge is appropriate.

For Parents of Minors:

By enrolling your child in Challenges, you acknowledge that you have evaluated the Challenge for age-appropriateness, discussed safety rules with your child, ensured your child has necessary skills, equipment, and supervision, and accepted the risks on behalf of your child.

5.3 Acknowledgment of Challenge Booking

Before booking any Challenge, you acknowledge that you have read the full Challenge description and Provider policies, understand the risks involved, have assessed whether the Challenge is appropriate for you or your child, understand DoCurious is a marketplace and does not control Provider activities, and voluntarily assume all risks.

5.4 Release of Claims Against Challenge Providers

General Release:

To the maximum extent permitted by law, you (and parents/guardians on behalf of Minors) release and hold harmless Challenge Providers, their employees, contractors, and affiliates from any and all claims, demands, damages, losses, or expenses arising from or related to your participation in Challenges, Provider conduct during Challenges, injuries or property damage during Challenges, disputes with Providers over quality or outcomes, and Provider cancellations or rescheduling.

Exceptions to Provider Release:

This release does NOT apply to gross negligence or willful misconduct by the Provider, criminal acts or intentional torts by the Provider, fraud or intentional misrepresentation by the Provider, violations of laws that cannot be waived, or patterns of known unsafe behavior that DoCurious failed to address despite notice.

5.5 Limitations of Liability for DoCurious

NO LIABILITY FOR PROVIDER ACTIONS:

DoCurious is not liable for Provider negligence or misconduct (subject to exceptions), Challenge quality or appropriateness, injuries or damages during Challenges, Provider cancellations, or disputes between Users and Providers.

NO WARRANTIES:

THE PLATFORM AND ALL CHALLENGES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF DAMAGES:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DOCURIOUS'S TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM YOUR USE OF THE PLATFORM IS LIMITED TO THE LESSER OF \$300, OR THE AMOUNT YOU PAID TO DOCURIOUS IN THE 12 MONTHS BEFORE THE CLAIM AROSE.

NO CONSEQUENTIAL DAMAGES:

DOCURIOUS IS NOT LIABLE FOR LOST PROFITS, LOSS OF DATA, EMOTIONAL DISTRESS, OR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.6 Startup-Specific Limitations

As a startup with limited resources, you understand and agree that we maintain liability insurance appropriate for a startup but coverage limits may not cover all claims, we may experience downtime or technical issues, features may be added, changed, or discontinued, and customer support response times may be slower than established companies. By using DoCurious, you accept these startup limitations.

5.7 Exceptions to Limitations

These limitations DO NOT apply to death or personal injury caused by DoCurious's gross negligence or willful misconduct, fraud or fraudulent misrepresentation by DoCurious, violations of consumer protection laws that cannot be waived, breaches of our obligations regarding child data under COPPA, or intellectual property infringement by DoCurious.

5.8 Indemnification by Users

You agree to indemnify, defend, and hold harmless DoCurious (and our officers, directors, employees, contractors, and affiliates) from any claims, damages, losses, or expenses arising from your breach of these Terms, your violation of any law or third-party rights, your User Content or conduct on the Platform, your participation in Challenges (except as caused by our gross negligence), disputes between you and Providers, or false or misleading information you provide.

Indemnification Cap:

Your indemnification obligation is capped at \$10,000 for any single incident or series of related incidents, except for intentional misconduct or fraud, intellectual property infringement, criminal activity, or violations of child protection laws.

For Minors:

Parents/guardians agree to indemnify on behalf of their Minor children, subject to the same caps and limitations.

5.9 Mutual Indemnification (Schools Only)

Schools Indemnify DoCurious for:

- Failure to obtain required parental consents or satisfy conditions of the school consent exception
- Violations of student privacy laws (e.g., FERPA)
- Misuse of student data by school personnel
- Unauthorized access to student accounts

DoCurious Indemnifies Schools for:

- Our gross negligence or willful misconduct
- Breaches of our data security obligations
- Violations of COPPA or FERPA by DoCurious

Mutual indemnification is capped at \$25,000 per incident for schools, with exceptions for gross negligence, fraud, or statutory violations.

5.10 Insurance and Bonding

DoCurious maintains general liability insurance with limits appropriate for our stage and resources (currently \$1 million per occurrence). We require certain categories of Providers to maintain their own liability insurance. Users are responsible for their own insurance coverage.

5.11 State-Specific Exceptions

Important: Some states do not allow certain liability limitations, disclaimers of warranties, or releases of claims. If you reside in such a state, the above limitations apply only to the maximum extent permitted by your state's law. Nothing in these Terms limits liability for death or personal injury caused by our gross negligence or willful misconduct, fraud or fraudulent misrepresentation, violations of consumer protection statutes that cannot be waived, or breaches of privacy laws (e.g., COPPA).

5.12 Dispute Resolution Between Users and Providers

DoCurious is not a party to disputes between Users and Providers. Resolution options include direct resolution with the Provider, platform mediation (at our discretion), or arbitration/court proceedings directly against the Provider.

5.13 Risk Mitigation Efforts

While we disclaim extensive liability, we do take reasonable steps to promote safety including Provider vetting, background checks for certain categories, monitoring of User reviews and ratings, and reporting tools for safety concerns. These efforts do not create a duty to monitor all Provider activities or guarantee safety.

5.14 Parental Supervision

For Minors: Parents/guardians are ultimately responsible for supervising their child's participation in Challenges. DoCurious does not provide supervision or childcare.

5.15 Acknowledgment

By using DoCurious, you acknowledge that you have read and understood this entire Section 5, you voluntarily accept all risks and limitations described, and you understand that DoCurious is a marketplace, not a service provider. Questions: help@docurious.com or legal@docurious.com.

6. INTELLECTUAL PROPERTY

6.1 Platform Ownership

The DoCurious Platform, including all software, design elements, branding, content created by DoCurious, and the compilation/arrangement of User Content, is owned by DoCurious, Inc. and protected by copyright, trademark, and other intellectual property laws. You may not copy, modify, distribute, or create derivative works from our Platform without written permission.

6.2 User Content and License Grants

Your Ownership:

You retain ownership of your User Content. However, by submitting content to the Platform, you grant us certain licenses as described below.

For Standard Users (Age 13+):

You grant DoCurious a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to use, reproduce, distribute, display, and create derivative works from your User Content for operating and improving the Platform, marketing and promotional purposes (with your separate consent for identifiable uses), and analytics and research (in anonymized/aggregated form). This license continues until you delete the content or close your account.

For Minor Users (Under 13):

Parents grant DoCurious a limited license to use the Minor's User Content ONLY for delivering Platform services to the Minor, displaying content to Providers as needed for Challenge completion, and improving Platform functionality (in anonymized form only). We will NOT use a Minor's User Content for public marketing or any purpose beyond Platform operation. Parents may revoke this license at any time by requesting content deletion via help@docurious.com.

For School-Managed Student Accounts:

The school grants DoCurious a license similar to the Minor User license above, limited to educational purposes and Platform operation.

6.3 Content Standards and Prohibited Content

You agree that your User Content will not violate any law or regulation, infringe on anyone's intellectual property rights, contain hate speech, harassment, or bullying, include graphic violence or sexually explicit material, contain personal information of others without consent, promote dangerous or illegal activities, or include malware, spam, or phishing attempts. We reserve the right to remove any User Content that violates these standards, without notice.

6.4 Provider Content

Content created and provided by Challenge Providers remains the property of those Providers. You receive only a limited, personal, non-transferable license to access and use Provider Content for completing your enrolled Challenges. You may not redistribute or resell Provider Content, use it for commercial purposes, remove copyright notices, or create derivative works (unless expressly permitted by the Provider).

6.5 AI-Generated Content Ownership

Content generated by AI features on the Platform is owned by DoCurious. Users receive a limited license to view and use AI-generated content for personal, educational purposes and include AI-generated feedback in their Challenge work. Users may NOT redistribute AI-generated content commercially, remove DoCurious branding, or use AI-generated content to train competing AI models.

6.6 Feedback and Suggestions

If you provide feedback, suggestions, or ideas about the Platform, you grant DoCurious an unlimited, perpetual license to use that Feedback without compensation or attribution. We are not obligated to use any Feedback.

6.7 Copyright Infringement and DMCA

DoCurious respects intellectual property rights and complies with the Digital Millennium Copyright Act (DMCA).

Reporting Copyright Infringement:

If you believe content on our Platform infringes your copyright, send a DMCA notice to our Copyright Agent at:

Copyright Agent

DoCurious, Inc.

Email: legal@docurious.com

Subject Line: "DMCA Takedown Notice"

Your notice must include a physical or electronic signature, identification of the copyrighted work, identification of the allegedly infringing material, your contact information, a statement of good faith belief, and a statement under penalty of perjury that the information is accurate.

Counter-Notification:

If your content was removed due to a DMCA notice and you believe the removal was mistaken, you may file a counter-notification with our Copyright Agent containing your signature, identification of the removed content, a statement of good faith belief, your contact information, and consent to jurisdiction of the Federal District Court for the Western District of Washington.

Repeat Infringers:

We maintain a policy of terminating accounts of users who repeatedly infringe copyrights, as determined in our sole discretion.

6.8 Trademark Usage

DoCurious, our logo, and other brand features are trademarks of DoCurious, Inc. You may not use our trademarks without prior written permission, except in factual references to our Platform or in honest reviews or commentary. Providers may use our trademarks to indicate they offer Challenges through our Platform, subject to our Provider Agreement guidelines.

6.9 User Representations

By submitting User Content, you represent and warrant that you own or have the necessary rights to the content, the content does not violate any third-party rights, and you have obtained

all necessary permissions. Parent Control Reminder: Parents of Minors can review, modify, or delete their child's User Content at any time by logging into the Parent Account or contacting help@docurious.com.

SECTION 7: DISPUTE RESOLUTION, ARBITRATION, AND GOVERNING LAW

Governing Law:

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The Federal Arbitration Act shall govern the interpretation and enforcement of the arbitration provisions below.

Informal Dispute Resolution:

Before initiating arbitration or litigation, you agree to first contact DoCurious at legal@docurious.com to attempt to resolve the dispute informally. We will attempt to resolve disputes through good-faith negotiation for at least thirty (30) days before either party may initiate formal proceedings.

Binding Arbitration Agreement:

Except as specified below, any dispute, claim, or controversy arising out of or relating to these Terms, the Platform, or your relationship with DoCurious shall be resolved through binding individual arbitration rather than in court. Arbitration shall be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, conducted in Clark County, Washington, and the arbitrator's decision shall be final and binding.

Exceptions to Arbitration:

Either party may bring a claim in small claims court if the claim qualifies. Either party may seek injunctive or equitable relief in court for intellectual property infringement, unauthorized access to the Platform, violation of confidentiality obligations, or any matter where arbitration is prohibited by law.

Class Action Waiver:

TO THE EXTENT PERMITTED BY LAW, ALL DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR SIMILAR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR PRESIDE OVER ANY FORM OF CLASS ACTION.

Opt-Out Right:

You have the right to opt out of this arbitration agreement by sending written notice to legal@docurious.com within thirty (30) days of first accepting these Terms, including your full name, account email address, and a clear statement that you wish to opt out.

Special Provisions for Minor Accounts:

Parents or guardians acting on behalf of minors may opt out of arbitration at any time on behalf of the minor. Upon reaching the age of majority, former minor account holders have thirty (30) days to opt out of arbitration in their own right.

Venue for Court Proceedings:

If arbitration does not apply, any court proceedings shall be brought exclusively in the state or federal courts located in Clark County, Washington, and you consent to personal jurisdiction in those courts.

SECTION 8: AI FEATURES, RISKS, AND ACCEPTABLE USE

8.1 Overview of AI on the Platform

DoCurious may use artificial intelligence (AI) and machine learning technologies to enhance your experience, including personalized Challenge recommendations, search result optimization, content moderation assistance, automated quality checks on Provider content, learning analytics and progress insights, and chatbot support for common questions.

8.2 How We Use AI

Data Used for AI:

Our AI systems may process your Challenge browsing and enrollment history, User Content you submit, aggregated usage patterns across all Users, information from your profile, and Provider content.

What We Do NOT Do:

- We do not use child data (under 13) to train AI models for commercial purposes
- We do not share your personal data with third-party AI providers without consent (except service providers under contract)
- We do not use AI to make fully automated decisions that significantly affect you without human oversight

8.3 AI-Generated Content and Accuracy

AI-generated content may contain errors, inaccuracies, or biases. You should verify important information independently and not rely solely on AI-generated content for critical decisions. Our liability for AI errors is subject to Section 5 (Limitations of Liability).

8.4 AI Risks and Limitations

AI systems have known limitations including potential bias in recommendations or content moderation, hallucinations (plausible-sounding but false information), privacy risks from data inference, security risks from adversarial attacks, and lack of genuine understanding of content. DoCurious is committed to responsible AI use, testing AI features for bias and fairness, and using human oversight for important decisions.

8.5 Opting Out of AI Features

You Can Opt Out Of:

- Usage of your data to improve AI models
- AI chatbot support (you'll interact with human support only)

You Cannot Opt Out Of:

- Basic AI functionality necessary for Platform operation (e.g., search, content moderation)
- Security-related AI (fraud detection, abuse prevention)
- AI used to comply with legal obligations

How to Opt Out:

Go to Account Settings > Privacy > AI Features, or email help@docurious.com with "AI Opt-Out Request."

For Minors (Under 13):

Parents can opt their children out of optional AI features at any time. Children's data will never be used to train commercial AI models, even if parents do not opt out.

8.6 Prohibited Uses of AI Features

You may NOT use DoCurious's AI features to generate harmful content including hate speech, harassment, or content involving minors; infringe intellectual property; impersonate or deceive; create deepfakes or manipulated media of any person (especially minors) without explicit written consent; manipulate or exploit others; violate privacy; commercially misuse AI-generated content; or evade Platform restrictions.

Zero Tolerance for Certain Violations:

We have zero tolerance for AI-generated content involving minors in inappropriate contexts, including deepfakes or synthetic media depicting minors in any sexual, exploitative, or abusive manner. Violations will result in immediate account termination, reporting to the National Center for Missing & Exploited Children (NCMEC), reporting to law enforcement, and permanent ban from the Platform.

8.7 Monitoring and Enforcement

We use a combination of automated systems and human review to detect misuse of AI features. First violations (minor) result in warning and content removal. Repeated or serious violations result in account suspension or termination. Report AI misuse to safety@docurious.com or abuse@docurious.com.

8.8 AI and Minors (Under 13)

For children under 13, we apply enhanced protections. We will never use personal data from children under 13 to train AI models for commercial purposes. Child data may be used only for providing immediate Platform services, safety and security, and de-identified research to

improve Platform safety. Parents can review AI-generated feedback their child receives and request deletion of any AI-generated content associated with their child.

8.9 AI and Privacy

We collect only the data necessary for AI features to function. AI-related data is subject to our general data retention policies. When we use third-party AI services, we enter into contracts prohibiting them from using your data to train their models and require them to delete your data after processing. For questions about AI, email help@docurious.com.

8.10 AI Transparency and Explainability

We will inform you when AI significantly impacts your experience, such as for Challenge recommendations, content moderation, and automated feedback. If you want to understand why AI made a particular decision, email help@docurious.com with "AI Explanation Request." We will provide a human-readable explanation within 10 business days. For questions about AI, email help@docurious.com.

8.11 Human Oversight and Appeals

Decisions with significant consequences will involve human review, not purely AI. If an AI system made a decision you believe is incorrect, you can request human review by emailing help@docurious.com. We will review and respond within 10 business days.

8.12 Experimental and Beta AI Features

We may offer beta or experimental AI features (clearly labeled as such). These features may be less accurate or reliable, are offered "as is" without additional warranties, may be discontinued or changed without notice, and require separate opt-in.

8.13 Future of AI on DoCurious

As AI technology evolves, we will continue to prioritize user safety, privacy, and fairness, update this section as we introduce new AI features, and follow industry best practices and legal requirements. If we introduce AI features that significantly change how we use your data, we will notify you and give you the opportunity to opt-out.

8.14 Disclaimer of AI Warranties

AI FEATURES ARE PROVIDED "AS IS." WE MAKE NO WARRANTIES ABOUT AI FEATURES, INCLUDING ACCURACY, RELIABILITY, OR SUITABILITY FOR YOUR PURPOSES. YOU USE AI FEATURES AT YOUR OWN RISK. OUR LIABILITY FOR AI-RELATED ISSUES IS SUBJECT TO THE CAPS AND LIMITATIONS IN SECTION 5.

8.15 AI and Intellectual Property

Content generated by DoCurious's AI systems is owned by DoCurious. Users receive a limited license to use AI-generated content for personal or educational purposes. You retain ownership of the prompts, questions, or content you provide to AI features.

8.16 Compliance with AI Laws and Regulations

As AI regulation evolves, we will comply with applicable laws including state-level AI transparency requirements, federal AI guidelines, and children's privacy laws as applied to AI.

9. ACCESSIBILITY

DoCurious strives to make the Platform accessible to users with disabilities to the extent feasible for a small business with limited resources. The Platform includes basic accessibility features such as keyboard navigation for primary functions, text-based navigation menus, resizable text, and semantic HTML structure for screen reader compatibility.

A substantial portion of content and Challenges on the Platform is created and hosted by independent third-party Challenge Providers. DoCurious has no control over and is not responsible for the accessibility of Challenge content created by Providers, Provider websites or platforms, or products or services sold by Affiliate Vendors.

If you have questions about Platform accessibility or encounter barriers to accessing Platform features, you may contact us at help@docurious.com with the subject line "Accessibility Inquiry." We will make reasonable efforts to respond within 10 business days.

As a startup with limited resources, we cannot guarantee full conformance with WCAG 2.1 Level AA across all Platform features, develop custom accessibility features or significant Platform modifications, or modify the inherent requirements of Challenge activities designed by Providers. Any disputes regarding accessibility are subject to the arbitration and dispute resolution provisions in Section 7.

10. DATA BREACH NOTIFICATION

DoCurious maintains reasonable administrative, technical, and physical safeguards designed to protect personal information from unauthorized access, disclosure, alteration, or destruction. However, no security system is impenetrable, and we cannot guarantee absolute security.

Notification Timeline:

If a Data Breach affects your personal information, we will notify you without unreasonable delay and generally within 30 days of our discovery and verification of the breach, unless law enforcement requests a delay for investigative purposes or faster notification is required by applicable law. We will notify applicable regulatory authorities as required by law, typically within 72 hours of breach discovery.

Notification Method:

Primary method is email to the address associated with your account. Secondary methods include prominent notice on the Platform, U.S. mail, telephone call (for high-risk breaches), or substitute notice. For Minor Accounts, we will notify the parent or guardian.

High-Risk Breaches:

If a Data Breach involves information that poses a significant risk of identity theft or financial fraud, DoCurious will offer affected users information about free resources for credit monitoring and fraud protection, guidance on protective measures, and instructions for placing fraud alerts or credit freezes with credit bureaus. DoCurious may, at its sole discretion and based on the severity of the breach and available resources, offer affected users complimentary credit monitoring services.

Reporting Security Concerns:

If you suspect a security issue or potential breach, please report it immediately to security@docurious.com (monitored 24/7) with subject line "SECURITY INCIDENT" or "POTENTIAL BREACH."

11. GAMIFICATION AND REWARDS

DoCurious may issue points, credits, badges, or digital rewards. Rewards have no cash value, are non-transferable, and may expire or be revoked. DoCurious may modify or discontinue rewards at any time. DoCurious is not responsible for perks provided by third parties.

SECTION 11A – PROVIDER COMMISSION & PAYMENT OBLIGATIONS

Commission Fee Obligations:

Providers agree to pay DoCurious all commissions, affiliate fees, marketing fees, subscription fees, listing fees, future fees, and any other amounts specified in these Terms, the Affiliate Fee Schedule (Appendix D), and any Provider or Affiliate Agreement (collectively, "Provider Fees"). Providers are responsible for ensuring that all sales attributable to DoCurious are properly credited to DoCurious and are fully reportable and payable.

Scope of Commissionable Sales:

Provider Fees apply to sales and transactions resulting from DoCurious's referral of users to the Provider, including Base Challenge Fees and Challenge Provider Products (additional products, services, accessories, add-ons, supplies, materials, upgrades, or related items purchased within 60 days of the initial Challenge purchase). Provider Fees do NOT apply to sales of unrelated products or services or sales that occur more than 60 days after the initial referred Challenge purchase.

Attribution Period:

Unless otherwise specified in a Provider Agreement, Commission Fees apply to the initial referred Challenge purchase and related products and services purchased within 60 days. If a Provider operates a cookie-based or automated affiliate tracking system that attributes sales for a longer period, those terms control.

Provider Obligations:

Providers must report and pay commissions on all Commissionable Sales, implement tracking to attribute referred customers to DoCurious, not circumvent commission obligations by directing referred users to alternate channels, and provide complete sales records for referred users upon request.

Most Favored Nation Pricing:

Providers agree that all pricing, commissions, and terms offered to DoCurious are no less favorable than those offered through any other platform, affiliate relationship, or direct sales channel. If a Provider offers better terms to another platform or affiliate, those terms automatically apply to DoCurious.

Payment Terms:

Unless otherwise specified in a Provider or Affiliate Agreement, Providers must pay all Provider Fees within thirty (30) days of invoice. Late payments accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law. Providers are responsible for all reasonable costs of collection, including attorneys' fees.

Provider Subscription Fees:

Providers may be required to maintain an active monthly or annual subscription to access enhanced listing tools, promotional placements, curated Challenge Series, analytics, or other Provider-level features. Provider Subscription Fees are separate from Commission Fees and renew automatically unless canceled.

Provider Listing Fees:

DoCurious may charge Providers fixed or variable fees for listing Challenges, promoting Challenges, featuring Challenges in curated collections, or receiving enhanced placement or visibility on the Platform. Listing Fees are charged at the time the listing or promotional service is activated and are non-refundable, except where required by law.

Future Fees:

DoCurious may introduce new Provider fees in the future. Notice periods: Thirty (30) days for new optional services under \$50/month; Sixty (60) days for new mandatory fees or material changes to existing fee categories; Ninety (90) days with Provider consent for increases to commission rates for existing Challenge categories. New Providers enrolling after any fee's effective date are subject to current fees immediately upon enrollment.

Audit Rights:

Providers must supply sales records, receipts, transaction logs, or other reasonable documentation requested by DoCurious within ten (10) business days of request. Failure to provide such documentation constitutes a material breach of these Terms.

Provider Dispute and Verification Rights:

Providers may dispute Commission Fee calculations within thirty (30) days of invoice by providing written notice to help@docurious.com with subject line "Commission Dispute," including the invoice number, disputed line items, and supporting documentation. DoCurious will review disputes within fifteen (15) business days. If a dispute cannot be resolved, either party may invoke the Dispute Resolution procedures in Section 7.

Enforcement and Remedies:

DoCurious may suspend, restrict, or terminate Provider accounts, delist Challenges, or deny access to Provider tools if a Provider fails to pay Provider Fees, fails to provide required documentation, materially breaches these Terms, engages in fraud or misrepresentation, or creates safety, legal, or reputational risks. Termination of a Provider account does not eliminate outstanding Provider Fees.

Individual Provider Agreements:

DoCurious may enter into individual written Provider Agreements with Challenge Providers that specify specific commission rates, extended attribution periods, custom payment terms, exclusive arrangements, or marketing support. In the event of conflict between these Terms and an individual Provider Agreement, the Provider Agreement controls for that specific Provider.

12. GIFT CARDS AND STORED VALUE

Gift cards may be redeemed only for eligible DoCurious purchases. Gift cards are non-transferable, non-refundable, and not redeemable for cash except where required by law. DoCurious is not responsible for lost or stolen gift cards. Balances may be subject to unclaimed property laws. Balances may be transferred to an estate representative upon valid proof of death.

13. SUBSCRIPTIONS AND FREEMIUM SERVICES

Subscriptions auto-renew unless canceled. By subscribing, you authorize recurring charges. Cancellation stops future charges but does not retroactively refund prior payments, except where required by law. DoCurious may change pricing, features, or tiers with notice. Free trials convert to paid subscriptions unless canceled.

Provider Subscriptions:

In addition to end-user subscriptions, Providers may be required to maintain an active monthly or annual subscription to access certain Platform features, listing tools, promotional placements, curated collections, Challenge Series participation, analytics, or other Provider-level services. Provider Subscription Fees are billed on a recurring basis and will continue until canceled. Cancellation stops future charges but does not entitle the Provider to refunds of past charges unless required by law. Failure to pay Provider Subscription Fees when due constitutes a material breach of these Terms.

13A. AFFILIATE PRODUCTS AND THIRD-PARTY VENDORS

DoCurious may feature links, recommendations, or promotions for products and services offered by third-party Affiliate Vendors. All Affiliate Vendors must be established businesses with published affiliate or referral program policies.

DoCurious is NOT the Seller:

When you click on an affiliate link or purchase an Affiliate Product, you are purchasing directly from the Affiliate Vendor, not from DoCurious. The Affiliate Vendor's terms, conditions, and policies govern the sale. DoCurious may receive a commission or affiliate fee from the Affiliate Vendor.

FTC Disclosure: Affiliate Relationships:

DoCurious participates in affiliate marketing programs and may earn commissions when you purchase products through links on our Platform. When you see an affiliate link or product recommendation, it will be clearly marked with "Affiliate Link," "We may earn a commission," "Sponsored," or other clear visual indicators.

No Endorsement or Warranty:

DoCurious does not endorse, warrant, or guarantee Affiliate Products, control the quality, safety, accuracy, or legality of Affiliate Products, or test or verify Affiliate Product claims or descriptions.

NO LIABILITY FOR AFFILIATE PRODUCTS:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DOCURIOUS IS NOT RESPONSIBLE OR LIABLE FOR THE QUALITY, SAFETY, ACCURACY, OR FITNESS OF AFFILIATE PRODUCTS, AFFILIATE VENDOR CONDUCT, PRODUCT DEFECTS OR INJURIES, OR DISPUTES BETWEEN YOU AND AFFILIATE VENDORS.

Minors and Affiliate Products:

Affiliate Product recommendations are enabled by default for all accounts, including Minor Accounts. Parents of Minor Account holders acknowledge that affiliate products may be recommended based on Challenge topics and educational relevance. Parents may disable display of Affiliate Product recommendations for Minor Accounts at any time through the parent dashboard. DoCurious does not target advertising to children under 13.

14. FUTURE TECHNOLOGIES AND DATA USE

AI-Generated or AI-Assisted Content:

DoCurious uses artificial intelligence to enhance Platform features. See Section 8 for complete information about AI usage, limitations, risks, and your rights and responsibilities when using AI features.

Data Analytics and Insights:

DoCurious may collect, analyze, and use data, including aggregated or de-identified data, for analytics, research, product development, and marketing. Personally identifiable information is used or shared only as permitted by law and our Privacy Policy.

Affiliate Receipts and Proof of Purchase:

Users may be asked or required to submit receipts when gifting or participating in affiliate Challenge activities. By submitting, you grant DoCurious rights to use receipts to validate participation, track and collect affiliate fees, resolve billing disputes, and for auditing/compliance. DoCurious has sole discretion over receipt validity and affiliate credit. Receipts may be shared with vendors, affiliates, and third-party providers. See also our Privacy Policy, Section 6 (Receipts and Affiliate Purchases).

15. MISCELLANEOUS

Response Times and Customer Service:

DoCurious is a small startup company with limited personnel. Specific response timeframes mentioned in these Terms are targets, not guarantees. For urgent matters (safety issues, security concerns, payment problems), we will prioritize response.

Third-Party Links:

DoCurious is not responsible for third-party sites or content.

SMS Terms:

By providing your number, you consent to receive SMS messages. Text STOP to unsubscribe. Standard carrier rates may apply.

Force Majeure:

DoCurious is not liable for failures, delays, cancellations, or inability to perform caused by events beyond our reasonable control, including acts of God, natural disasters, government orders, civil unrest, war, terrorism, labor strikes, utility failures, internet or telecommunications outages, cash flow constraints, loss of key personnel, third-party service provider failures, cyber attacks, legal or regulatory changes, or other circumstances that would impose undue financial burden on a startup company.

Assignment:

You may not assign these Terms; DoCurious may assign freely.

No Waiver:

Failure to enforce any term does not waive our right to enforce it later.

Taxes:

You are responsible for any applicable taxes on purchases, rewards, or other transactions.

Geographic Limitations:

DoCurious operates primarily in the United States and is designed for U.S. users. The Platform is not targeted to or intended for users outside the United States. DoCurious does not currently comply with the EU General Data Protection Regulation (GDPR) and does not accept users from the European Economic Area (EEA), UK, or Switzerland.

Entire Agreement:

These Terms and our Privacy Policy constitute the entire agreement. If any provision is unenforceable, the remainder remains valid.

Startup Company Acknowledgment:

Users, Providers, and all other parties acknowledge that DoCurious is a newly formed startup company with limited financial resources, limited personnel, and limited operational history. We will make good faith efforts to operate the Platform reliably and fulfill our obligations. This acknowledgment does not waive rights that cannot be waived by law, but establishes realistic expectations about our capabilities as a startup company.

Contact Information:

Contact information is set forth in Appendix C.

16. DISCLAIMERS AND WARRANTIES

THE PLATFORM AND ALL CHALLENGE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. DOCURIOUS DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

DOCURIOUS DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT DEFECTS WILL BE CORRECTED. DOCURIOUS MAKES NO WARRANTIES REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF CHALLENGE CONTENT, AI-GENERATED CONTENT, OR USER CONTENT.

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

17. CHANGES TO THESE TERMS

Right to Modify:

DoCurious reserves the right to modify, update, or replace these Terms & Conditions, our Privacy Policy, and other Platform policies at any time. As a startup company, we may need to make changes to address new features, legal requirements, business model changes, or operational needs.

Types of Changes:

We distinguish between different types of changes based on their impact on users:

1. Minor or Administrative Changes:

Changes that do not materially affect user rights or obligations, including clarifications or corrections to existing terms, updates to contact information or addresses, formatting or organizational changes, addition of examples or explanatory language, changes required by law that do not reduce user rights, and updates to reflect features or services already in practice.

- Notice: Posted on the Platform; no additional notice required
- Effective Date: Immediately upon posting or as specified
- User Action Required: None; continued use constitutes acceptance

2. Standard Material Changes:

Changes that materially affect user rights or obligations but do not fall into the "significant" category, including new fees or fee increases, changes to refund policies, modifications to user content licenses, updates to data usage practices, changes to dispute resolution procedures, new user obligations or restrictions, and modifications to service offerings or features.

- Notice: Email to registered email address + prominent Platform notice
- Notice Period: At least 30 days before effective date
- Effective Date: Specified in notice (minimum 30 days from notice)
- User Action Required: Continued use after effective date constitutes acceptance; users who do not agree may terminate their account before the effective date

3. Significant Changes:

Changes that fundamentally alter the relationship between users and DoCurious, including material reductions in data privacy protections, material changes to arbitration or class action waiver provisions, material changes to limitation of liability or warranty disclaimers, changes to governing law or jurisdiction, introduction of mandatory binding obligations, material changes to parental rights for Minor Accounts, and material changes to school data handling under FERPA.

- Notice: Email to registered email address + prominent Platform notice + in-app notification (if applicable)
- Notice Period: At least 60 days before effective date
- Effective Date: Specified in notice (minimum 60 days from notice)

- **User Action Required:** For adult users (13+): Affirmative acceptance (click-through) required to continue using Platform
 - For Minor Accounts: Parent must affirmatively accept on behalf of child
 - For school-managed accounts: School administrator must affirmatively accept

Notification Methods:

We will deliver notices of changes through one or more of the following methods, depending on the type of change as described above:

- Email to the address associated with your account
- Prominent notice posted on the Platform homepage or login page
- In-app notification upon login (where technically available)
- For Minor Accounts: notice delivered to the registered parent email address
- For school-managed accounts: notice delivered to the school administrator email address on file

It is your responsibility to ensure your registered email address is current and accurate. We are not responsible for failure to receive notices due to an outdated or inactive email address.

Version History:

Each version of these Terms will be identified by a version number and effective date at the top of the document. When material changes are made, the version number and Last Updated date will be updated accordingly. Prior versions of these Terms are available upon request by emailing help@docurious.com.

Rejection Rights:

If you do not agree to a proposed change to these Terms, you may terminate your account before the change takes effect. Termination must be completed before the effective date of the change to avoid being bound by the new terms. To terminate your account, go to Account Settings or email help@docurious.com. Termination is subject to our standard account closure provisions in Section 1.7.

For Significant Changes requiring affirmative acceptance, failure to accept within the notice period will result in suspension of your account until acceptance is completed or the account is terminated.

No Retroactive Changes:

Changes to these Terms do not apply retroactively to disputes, claims, or transactions that arose before the effective date of the change, unless required by law.

Continued Use:

For Minor and Standard Material Changes, your continued use of the Platform after the effective date of any change constitutes your acceptance of the revised Terms. If you do not agree, you must stop using the Platform and terminate your account before the effective date.

APPENDICES

Appendix A: Fee Schedule and Pricing

DoCurious reserves the right to charge listing fees, transaction fees, affiliate commissions, subscription fees, and other service fees as determined by DoCurious from time to time. Current fee structures, if any, will be posted on the Platform or communicated to affected users. Updates to this Appendix do not require re-acceptance of the full Terms & Conditions.

Appendix B: Refund Timeframes

Hosted Challenge Refund Schedule:

- More than 30 days before start: 75% refund (less non-refundable fees)
- 30–7 days before start: 50% refund (less non-refundable fees)
- Less than 48 hours before start: no refund

Non-refundable fees may include processing fees, administrative costs, and third-party charges. Updates to this Appendix do not require re-acceptance of the full Terms & Conditions.

Appendix C: Contact Information

DoCurious, Inc.

c/o White Summers

4900 Meadows Rd., Suite 400

Lake Oswego, OR 97035-3167

Email Contacts:

- General support: help@docurious.com
- Legal matters: legal@docurious.com
- Security reports: security@docurious.com

Updates to this Appendix do not require re-acceptance of the full Terms & Conditions.

Appendix D: Affiliate Fee Schedule (Providers)

Current Provider commission rates, fee structures, attribution periods, and payment schedules are established at the time of Provider onboarding and communicated to Providers through the Provider Agreement and Provider portal. Fee schedules may vary by Provider tier, Challenge category, and individual Provider Agreement.

Providers should refer to their individual Provider Agreement and the Provider portal for their applicable rates and terms. Providers with questions about applicable fees may contact DoCurious at help@docurious.com.

DoCurious reserves the right to update fee schedules from time to time in accordance with the notice provisions set forth in Section 11A. Current fee schedules are available to Providers upon request.

Updates to this Appendix do not require re-acceptance of the full Terms & Conditions.