

# DOCURIOUS TERMS & CONDITIONS

**Version 2.0 – Effective December 1, 2025**

**Last Updated: December 1, 2025**

## **Material Changes in This Version:**

Initial comprehensive Terms & Conditions for DoCurious platform launch. Previous version (if any) was a basic placeholder.

These Terms govern all use of the DoCurious Platform beginning December 1, 2025.

## **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 14 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 14 for details.

**For archived versions of these Terms, visit:** [URL to be added]

---

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.
  - **"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. Affiliate Vendors are not Challenge Providers and do not provide Challenge content or instruction. All Affiliate Vendors must be established businesses with published referral or affiliate program policies.
  - **"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, whether or not directly required for Challenge participation.
  - **"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 parents (for Minor Accounts) or schools (for school-managed accounts) that allows viewing and managing student accounts through a separate dashboard, without requiring the student's login credentials.
-

# 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:

1. **Standard User Account** (Ages 13+)
2. **Parent Account** (For managing Minors Under 13)
3. **Minor Account** (Under 13, managed by Parent Account)
4. **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](mailto: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 (though parents of 13-17 year olds are encouraged to stay involved)

**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:

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

**Teens (Ages 13-17):** Users aged 13-17 can operate Standard Accounts independently, but we encourage parental involvement. Parents can request "Oversight Access" (see Section 1.3.5 below) to monitor their teen's activity.

### **1.3.5 Oversight Access for Teen Accounts (Ages 13-17)**

While teens aged 13-17 control their own Standard Accounts, parents may request **Oversight Access** to monitor activity without taking over control.

#### **Oversight Access Includes:**

- View Challenge enrollment and completion history
- See content their teen has submitted (but not modify it)
- Review communications between their teen and Providers (viewable, not editable)
- Receive notifications of new Challenge enrollments
- View privacy settings (but not change them without teen's consent)

#### **What Oversight Does NOT Include:**

- Ability to enroll or unenroll from Challenges
- Ability to delete or modify teen's content
- Control over privacy settings (teen retains control)
- Access to teen's password

#### **How to Request Oversight Access:** Parents must:

1. Email [help@docurious.com](mailto:help@docurious.com) with "Teen Oversight Request"
2. Provide proof of parental relationship (e.g., matching last name, birth certificate, or legal documentation)
3. The teen will be notified and can object (in which case we may require mediation or legal documentation)

**Teen Privacy:** We balance teen autonomy with parental involvement. If a teen objects to Oversight Access, we will:

- Consider the teen's maturity level and the parent's reasons
- Require legal documentation (e.g., custody agreement) for forced oversight
- Default to granting access if the parent provides reasonable proof of relationship and the teen is 13-15, but respect teen preferences more heavily for ages 16-17

## 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
- Upload and manage child's Challenge completion materials
- Review and approve all child content before sharing with Providers
- Control all privacy 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:

1. Provide their own personal information (name, email, phone)
2. Provide basic information about the child (first name, age/birthdate, grade level)
3. Pay a **\$1.00 COPPA verification fee** (FTC-approved method to verify parental consent)
4. Agree to DoCurious's collection and use of child information as described in the Privacy Policy
5. Complete annual re-verification (see Section 1.4.8)

**Why We Collect a \$1 Fee:** The Federal Trade Commission (FTC) recognizes small transaction payments as a valid method of verifying parental identity and obtaining consent under COPPA. This fee:

- Verifies you have access to a valid payment method tied to an adult
- Is a one-time fee per child (unless you close and recreate the account)
- Is non-refundable

- Does not grant access to any additional features; it's purely for verification

### 1.4.2 Minor Account Features

**Minor Accounts are controlled by the Parent Account.** The child does not have independent login credentials or decision-making ability.

#### **What Parents Can Do for Their Child:**

- Enroll in age-appropriate Challenges
- Submit work on behalf of the child (or with the child's help)
- View Challenge history and progress
- Manage what information is shared with Providers

**What is NOT Collected from Minors:** We minimize data collection from children under 13. We only collect:

- First name and age/birthdate (for age-appropriate Challenge recommendations)
- Challenge completion materials (photos, videos, work samples) submitted by the parent
- Limited usage data necessary for Platform operation (e.g., which Challenges were enrolled in)

We do NOT collect from children under 13:

- Full name or contact information (stored on parent's account only)
- Location data beyond general region (for local Challenge availability)
- Persistent identifiers for behavioral advertising
- Social security numbers or other government IDs

**Why We Collect Child Information:** We collect limited child information only to:

- Provide Platform services (matching with age-appropriate Challenges)
- Improve user experience (remembering preferences, showing progress)
- Comply with legal obligations (responding to law enforcement with proper legal process)
- Protect safety and security (identifying policy violations)

We do NOT use child information for:

- Targeted advertising or marketing
- Creating behavioral profiles beyond Platform operation
- Sharing with third parties for their marketing
- Any purpose not disclosed to parents

### 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](mailto: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](mailto: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**

**Strict Controls:** Parents have complete control over what information about their child is visible to:

- Challenge Providers (default: first name and age only, plus Challenge submissions)
- Other Users (default: no visibility to other users)
- The public (default: no public profiles for children under 13)

**Sharing with Providers:** When you enroll your child in a Challenge, you consent to sharing:

- Child's first name and age (so Provider can tailor the experience)
- Challenge completion materials you submit (necessary for Provider feedback)
- Communication between you (the parent) and the Provider

Providers are bound by our Provider Agreement to:

- Not use child information for marketing
- Not share child information with third parties
- Delete child information upon Challenge completion (unless needed for records)

**No Marketing to Children:** We will never use your child's name, photo, or other identifiable information in marketing materials without your separate, per-use consent.

**No Public Sharing:** Children under 13 cannot have public profiles, post reviews visible to others, or share content beyond their enrolled Providers (unless you explicitly opt-in for specific cases, like a showcase of Challenge work).

#### **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.

**Granting Access to Other Guardians:** If you want to grant another guardian access to your child's Minor Account, both parents may request shared Oversight Access by contacting us at [help@docurious.com](mailto:help@docurious.com) with:

- Proof of legal guardianship for both parents (e.g., birth certificate, custody agreement)
- Agreement from the primary account holder to grant access

**Conflicting Instructions:** In cases where we receive conflicting instructions from multiple guardians (e.g., one says "enroll in this Challenge" and another says "do not enroll"), we will:

1. **Honor any court order or custody agreement** provided to us that specifies educational decision-making authority
2. **Defer to the most restrictive privacy/safety choice** (e.g., if one parent says "no content sharing" and another says "yes," we default to "no")
3. **Suspend the account** if disputes cannot be resolved, until parents provide:
  - Joint written instructions, or
  - A court order clarifying authority, 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.

**We reserve the right to:**

- Require legal documentation (custody agreements, court orders) before granting multi-guardian access
- Suspend accounts involved in ongoing disputes until resolution is provided
- Defer to court orders over any parent's individual instructions

**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).

**Caution for Parents:** If you are in a shared custody or disputed custody situation, we recommend:

- Communicating with the other parent before creating accounts
- Providing us with relevant custody agreements proactively
- Resolving disputes outside the Platform to avoid account suspensions



### 1.4.6 Transition from Minor Account to Standard Account

When a child reaches age 13, the account can transition from a Parent-managed Minor Account to a Standard Account controlled by the now-teen user.

**Automatic Transition Eligibility:** We will notify the parent when the child's 13th birthday approaches (approximately 30 days before). Parents can choose to:

1. **Transition the account** to a Standard Account controlled by the teen
  - Parent loses control (but can request Oversight Access, see Section 1.3.5)
  - All previous Challenge history and content is retained
  - Teen gains full account control (password, settings, enrollments)
2. **Keep the Parent-managed structure** (with teen's consent)
  - If the parent and teen agree, the account can remain parent-managed even after age 13
  - Useful if the parent wants to continue managing enrollments and payments
  - Teen can request transition to Standard Account at any time
3. **Delete the account**
  - If the family decides not to continue using DoCurious, the account can be deleted

**How to Transition:** The parent will receive instructions via email and can initiate the transition through the Parent Account dashboard. The process includes:

- Confirming the child's current age
- Teen creating their own password and email (if they want control)
- Reviewing and accepting the Terms as a Standard User
- Choosing privacy settings

#### **Data Handling During Transition:**

- All Challenge history, submissions, and records are retained (unless deleted)
- COPPA protections no longer apply (child is 13+)
- Enhanced parental controls are removed
- Standard User privacy settings apply

### 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 your child or 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:**

1. We email you at your registered parent email
2. You must affirmatively respond (click a link, log in and confirm, or reply to the email) within 30 days
3. If you do not respond, we will send reminder emails
4. 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 COPPA fee is one-time only).

**Why We Do This:** This ensures parents remain aware of and consent to their child's continued Platform use, as required by COPPA regulations.

### **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:

1. Obtain required parental consents and provide notices as required by FERPA
2. Ensure they have authority to share student data with DoCurious
3. Notify DoCurious of any parental restrictions or opt-outs
4. Maintain their own records of consents and comply with FERPA requests
5. 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)

**Age Restrictions:** Schools can create accounts for students of any age, but:

- For students under 13, COPPA still applies (schools must have parental consent)
- Schools are responsible for ensuring they have appropriate consents

**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 [schoolsupport@docurious.com](mailto:schoolsupport@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 Providers are subject to both these Terms & Conditions (which govern your use of the Platform as a user) and the Challenge Provider Agreement (which governs your activities as a Provider). In the event of any conflict between these Terms & Conditions and the Challenge Provider Agreement regarding your Provider activities, the Challenge Provider Agreement shall control.

### **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.

Each tier has different requirements regarding business licenses, insurance, background checks, and other compliance obligations. These requirements are detailed in the Challenge Provider Agreement, which you must accept before offering Challenges on the Platform. Your tier classification determines which requirements apply to you.

You are responsible for correctly classifying your Challenges and meeting all applicable requirements for your tier. Misrepresenting your tier classification or failing to maintain required credentials may result in removal of your Challenges and termination of your Provider account.

## **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 [appeals@docurious.com](mailto:appeals@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](mailto: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

**Changes Affecting Minors:** If your child's custody or guardianship changes, you must notify us immediately. The new guardian must create a new Parent Account or provide legal documentation for transfer.

## 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' 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)
- Reviews left (if user opts to display)

**Profile Privacy:** 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](mailto:help@docurious.com)
  - COPPA/parental rights: [help@docurious.com](mailto:help@docurious.com)
  - School accounts: [help@docurious.com](mailto:help@docurious.com)
  - Security concerns: [security@docurious.com](mailto: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](mailto: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. Refunds are not issued for dissatisfaction with instructional style or content.
- **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.).

### Provider Cancellations

Providers who cancel without valid cause may face penalties, payout withholding, or delisting.

### Booking Modifications

Booking modifications must occur through the Platform where supported. Unauthorized modifications outside the Platform may void eligibility for refunds and may result in suspension or termination.

### Refund Processing

Approved refunds will be processed and issued to the original payment method within 30 business days of approval. Due to DoCurious's status as a small startup and potential cash flow constraints, refunds may take the full 30-day period to process, particularly for large refunds or during periods of high refund volume.

Additional time may be required for:

- Banking or payment processor delays (outside DoCurious's control)
- International transactions
- Disputed or complex refund requests
- Refunds requiring Provider reimbursement to DoCurious

DoCurious is not responsible for delays caused by financial institutions, payment processors, or Provider non-payment.

For refunds involving Provider Challenges where DoCurious has already paid the Provider, DoCurious will make reasonable efforts to recover funds from the Provider, but we cannot guarantee recovery or refund if the Provider refuses or is unable to reimburse DoCurious.

### **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. At DoCurious's discretion, unused purchases may be credited toward future use. Schools indemnify DoCurious against claims from parents or third parties regarding refunds.

---

## **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.

See Section 6 for complete details on how DoCurious may use your User Content and how to control or revoke these licenses.

### **Standards for Challenge Provider Content**

In addition to the general content standards above, Challenge Providers who offer activities, experiences, or services through the Platform must ensure that all Challenges:

**Goal-Oriented Structure:** Challenges must have clear, achievable objectives that users can work toward completing.

**Real-World Focus:** Challenges must involve primarily real-world activities rather than screen-based activities. The core experience and achievement of the Challenge should take place in physical environments, though digital tools may be used for instruction, tracking, or supplemental materials.

**Safety and Risk Disclosure:** For inherently risky activities (such as rock climbing, skydiving, water sports, martial arts, or other activities with potential for physical injury), Providers must:

- Clearly disclose all reasonably foreseeable risks
- Obtain informed consent from participants (or parents/guardians for minors)
- Maintain appropriate safety equipment, certifications, and insurance
- Follow industry-standard safety protocols

Risk disclosures must be prominent and provided before purchase or participation.

### **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.

**Age-Appropriateness:** Providers must clearly indicate the appropriate age range for each Challenge and ensure content, difficulty level, safety requirements, and subject matter are suitable for the target age group.

**Legal Compliance:** Providers must ensure their Challenges comply with all applicable federal, state, and local laws, including but not limited to consumer protection laws, privacy laws (COPPA, CCPA, etc.), safety regulations specific to their activity type, business licensing and permit requirements, and employment and labor laws (if using staff).

### **Challenge Review and Approval**

All Challenges submitted by Providers must be reviewed and approved by DoCurious before being published on the Platform. We review Challenges to ensure they meet our content standards, safety requirements, and legal compliance obligations.

After initial approval, Providers may modify their Challenges, provided such modifications do not violate these Terms or applicable law. DoCurious reserves the right to review any modified Challenge and remove it from the Platform if it violates our standards.

DoCurious may remove any Challenge at any time for any reason, including but not limited to: violation of these Terms or the Provider Agreement, safety concerns reported by users, changes in applicable law or Platform policies, or discovery of previously unknown information about the Provider or Challenge.

The approval or continued availability of a Challenge does not constitute an endorsement by DoCurious, nor does it represent any warranty or guarantee regarding the Challenge's quality, safety, or legality.

### **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.

# **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:**

- Sports, outdoor activities, cooking, crafts may cause injuries
- Travel to Challenge locations may involve transportation risks
- Physical exertion appropriate for some users may be unsuitable for others
- Equipment use may cause injury if improperly handled

### **Educational/Developmental Risks:**

- Challenges may be too difficult or too easy for some Users
- Learning outcomes may not meet expectations
- Content may not align with specific educational standards
- Individual results vary; no guaranteed outcomes

### **Digital/Privacy Risks:**

- Sharing content with Providers may expose personal information
- Internet-based activities carry cybersecurity risks
- User-generated content may be seen by others (depending on settings)

### **Financial Risks:**

- Payment upfront for Challenges with limited refund options
- Provider cancellations or no-shows may occur
- Quality may not meet expectations
- As a startup, we may discontinue operations, affecting your access

### **Social/Interaction Risks:**

- Interactions with Providers and other Users may lead to conflicts
- Miscommunication or cultural differences may occur
- Inappropriate behavior by others (though we prohibit this, we cannot prevent all incidents)

## **5.2 Voluntary Assumption of Risk**

**You Understand and Accept:** 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
- You are responsible for evaluating whether a Challenge is appropriate
- You should read all Provider descriptions, policies, and requirements
- You should assess your own (or your child's) abilities and limitations

**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
- Accepted the risks on behalf of your child

## 5.3 Acknowledgment of Challenge Booking

**Before booking any Challenge, you acknowledge:**

- ☐ I have read the full Challenge description and Provider policies
- ☐ I understand this Challenge may involve physical, educational, or other risks
- ☐ I have assessed whether this Challenge is appropriate for me (or my child)
- ☐ I understand DoCurious is a marketplace and does not control Provider activities
- ☐ I voluntarily assume all risks associated with this Challenge
- ☐ I agree to the releases and limitations of liability in Section 5

(Users will confirm these acknowledgments during the booking process on the Platform)

## 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 (including reasonable attorneys' fees) arising from or related to:

- Your participation in Challenges
- Provider conduct during Challenges
- Injuries, property damage, or other losses during Challenges
- Disputes with Providers over quality, content, or outcomes
- Provider cancellations, no-shows, 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 (e.g., certain consumer protection statutes)
- Patterns of known unsafe behavior that DoCurious failed to address despite notice

**Third-Party Beneficiary:** Providers are intended third-party beneficiaries of this release and may enforce it directly.

## 5.5 Limitations of Liability for DoCurious

**Our Role:** DoCurious operates as a marketplace platform. We:

- Provide tools to connect Users and Providers
- Process payments and facilitate transactions
- Offer basic Provider vetting (background checks for some categories)
- Monitor for policy violations

We do NOT:

- Employ or supervise Providers (they are independent contractors)
- Control how Challenges are conducted
- Guarantee Provider quality, qualifications, or outcomes
- Ensure Challenges meet your specific needs or expectations

### Types of Liability Limitations:

**1. No Liability for Provider Actions:** DoCurious is not liable for:

- Provider negligence or misconduct (subject to exceptions below)
- Challenge quality, accuracy, or appropriateness
- Injuries or damages during Challenges
- Provider cancellations or failures to perform
- Disputes between Users and Providers

**2. No Warranties:** THE PLATFORM AND ALL CHALLENGES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Merchantability or fitness for a particular purpose
- Accuracy, reliability, or quality of content
- Uninterrupted or error-free operation
- Security or freedom from viruses/malware

**3. 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 (not including amounts paid to Providers) in the 12 months before the claim arose

This limitation applies to all claims, including:

- Breach of contract
- Negligence (but not gross negligence or willful misconduct)
- Strict liability
- Any other legal theory

**4. No Consequential Damages:** DOCURIOUS IS NOT LIABLE FOR:

- Lost profits, revenue, or business opportunities
- Loss of data or content
- Emotional distress or reputational harm
- Indirect, incidental, special, or consequential damages
- Punitive damages (except where prohibited by law)

**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:

**Limited Insurance Coverage:**

- We maintain liability insurance appropriate for a startup, but coverage limits may not cover all claims
- Our insurance may not cover certain Provider actions or third-party claims
- In the event of insolvency, our ability to satisfy judgments is limited

**Service Limitations:**

- We may experience downtime, bugs, or technical issues
- Features may be added, changed, or discontinued
- Customer support response times may be slower than established companies
- We may discontinue operations with limited notice (see Section 16)

**Refund Limitations:**

- Our refund policy is very limited due to cash flow constraints



- Provider payments are largely non-refundable once Challenges begin
- In disputes, we may not have resources to offer goodwill refunds

**By using DoCurious, you accept these startup limitations and agree not to hold us to standards applicable to established, well-funded companies.**

## 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
- Liability that cannot be excluded under applicable law (see Section 5.11 below)
- Breaches of our obligations regarding child data under COPPA
- Intellectual property infringement by DoCurious

**Pattern of Known Risks:** If we receive multiple credible reports of dangerous Provider behavior and fail to take reasonable action (such as suspending the Provider), we may be liable for subsequent injuries caused by that Provider's known pattern of conduct. However, isolated incidents, even if severe, do not create liability for us unless we had specific notice and failed to act.

## 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 (including reasonable attorneys' fees) 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
- 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
- Violations of child protection laws

**Process:** If we face a claim subject to your indemnification:

1. We will notify you promptly
2. You may participate in the defense (at your expense)
3. We retain the right to control the defense and settlement
4. You will not settle any claim without our written consent

**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)

For school-managed accounts, indemnification is mutual:

### **Schools Indemnify DoCurious for:**

- Failure to obtain required parental consents
- 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

**Shared Responsibility:** If a claim arises from joint conduct (e.g., data breach involving both parties), liability shall be apportioned based on each party's degree of fault as determined by the arbitrator or court. Neither party shall be liable for the other's portion.

**Caps:** 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 Insurance:** We maintain general liability insurance with limits appropriate for our stage and resources (currently \$1 million per occurrence). However:

- This may not cover all claims or Provider actions
- Coverage is subject to policy exclusions
- Claims exceeding coverage are subject to Section 5.6 (startup limitations)

**Provider Requirements:** We require certain categories of Providers (e.g., outdoor activities, sports coaching) to maintain their own liability insurance, typically \$1-2 million per occurrence. However:

- We cannot guarantee all Providers comply at all times

- Coverage verification is done periodically, not continuously
- You should independently verify Provider insurance if concerned

**User Insurance:** You are responsible for your own insurance coverage (health, property, etc.). We recommend:

- Reviewing your health insurance before physical Challenges
- Checking homeowner's/renter's insurance for equipment-related activities
- Verifying your insurance covers activities your child participates in

## 5.11 State-Specific Exceptions

**Important: Some states do not allow certain liability limitations, disclaimers of warranties, or releases of claims.** These include but are not limited to California, New Jersey, New York, Massachusetts, and others.

**If you reside in a state that restricts such provisions:**

- The above limitations apply only to the maximum extent permitted by your state's law
- You retain all non-waivable rights under your state's consumer protection statutes
- Implied warranties (e.g., of merchantability) may not be fully disclaimed
- Liability caps may not apply to certain types of claims

**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 (e.g., California's Consumer Legal Remedies Act, New York's General Business Law)
- Breaches of privacy laws (e.g., California's CCPA, COPPA)
- Any other liability that cannot be excluded or limited under applicable law

**When in doubt, the most consumer-protective interpretation shall apply.**

**State-Specific Notes:**

- **California:** The release of liability for future ordinary negligence is generally enforceable but may not apply to gross negligence. Implied warranties cannot be fully disclaimed for consumer transactions.
- **New Jersey:** Some recreational activity waivers are enforceable, but they must be conspicuous and unambiguous. Liability for one's own negligence generally cannot be waived.
- **New York:** Releases for recreational activities may be enforceable but are strictly construed against the party seeking to enforce them.
- **Massachusetts:** Liability releases must be clear and unequivocal; public policy may void releases for certain activities (e.g., childcare).

**If your state's laws are more protective than these Terms, your state law controls.**

## **5.12 Dispute Resolution Between Users and Providers**

**DoCurious's Role:** We are not a party to disputes between Users and Providers. However, we may:

- Facilitate communication
- Provide transaction records
- Mediate informally (at our discretion, no guarantee)
- Suspend or ban Providers/Users who violate policies

### **Resolution Options:**

1. **Direct Resolution:** Communicate with the Provider first
2. **Platform Mediation:** Request our informal assistance (no guarantee of outcome)
3. **Arbitration/Court:** Pursue claims directly against the Provider (not DoCurious, except as noted in Section 5.7)

### **Refunds from Providers:**

- Provider refund policies vary; review before booking
- We may withhold Provider payments pending dispute resolution
- We do not guarantee refunds; Providers make final decisions (subject to our policies)

## **5.13 Risk Mitigation Efforts**

While we disclaim extensive liability, we do take reasonable steps to promote safety:

### **Provider Vetting:**

- Background checks for certain categories (details in Provider Agreement)
- Review of Provider qualifications and certifications (as submitted)
- Monitoring of User reviews and ratings

### **User Protections:**

- Reporting tools for safety concerns
- Policy enforcement (suspensions, bans)
- Educational resources on evaluating Challenges

**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. This includes:

- Assessing age-appropriateness
- Providing supervision during in-person or online activities
- Ensuring the child has necessary equipment and follows safety rules
- Monitoring the child's interactions with Providers

**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
- You understand that DoCurious is a marketplace, not a service provider
- You will not hold DoCurious liable beyond the limited circumstances described
- If you are a parent/guardian, you accept these terms on behalf of your Minor child

**If you do not agree to these risks and limitations, do not use the Platform.**

---

### Questions or Concerns?

- Safety concerns: Report via the Platform's "Report Issue" feature or email [help@docurious.com](mailto:help@docurious.com)
- Legal questions: Email [legal@docurious.com](mailto:legal@docurious.com)
- General questions: Email [help@docurious.com](mailto:help@docurious.com)

**Remember:** These limitations are designed to allow a startup like DoCurious to operate while connecting you with valuable educational experiences. We take safety seriously but cannot eliminate all risks inherent in real-world activities.

---

## 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 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

### What is User Content?

"User Content" means any content you submit, post, or share on the Platform, including:

- Challenge completion materials (photos, videos, written work, project documentation)
- Profile information and bios
- Reviews, ratings, and comments
- Messages and communications with Providers or other Users

### Your Ownership

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

### License Grants (Age-Dependent)

**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)
- Analytics and research (in anonymized/aggregated form)

This license continues until you delete the content or close your account, except for:

- Content shared publicly (which may persist in caches or archives)
- Anonymized/aggregated data derived from your content
- Content necessary for legal compliance or dispute resolution

**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
- Improving Platform functionality (in anonymized form only)

We will NOT use a Minor's User Content for:

- Public marketing or promotional materials without specific, per-use parental consent
- Any purpose beyond Platform operation and the Minor's educational experience

Parents may revoke this license at any time by requesting content deletion via [help@docurious.com](mailto:help@docurious.com). We will comply within 30 days, except where retention is legally required.

**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. Individual student content will not be used for marketing. Schools must ensure they have authority to grant these rights under their agreements with parents/guardians.

## 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
- 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 (lesson plans, instructions, materials, etc.) 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 Provider Content for commercial purposes
- Remove copyright notices or attribution
- Create derivative works (unless expressly permitted by the Provider)

## 6.5 AI-Generated Content Ownership

Content generated by AI features on the Platform (such as personalized learning suggestions, automated feedback, or AI-assisted challenge recommendations) is owned by DoCurious. Users receive a limited license to:

- View and use AI-generated content for personal, educational purposes
- Include AI-generated feedback in their Challenge work
- Share AI-generated study materials with their educators or parents

Users may NOT:

- Redistribute AI-generated content commercially
- Remove DoCurious branding or attribution from AI-generated materials

- Use AI-generated content to train competing AI models

For Minors, parents may request deletion of AI-generated content associated with their child's account.

## **6.6 Feedback and Suggestions**

If you provide feedback, suggestions, or ideas about the Platform ("Feedback"), you grant DoCurious an unlimited, perpetual license to use that Feedback without compensation or attribution. We are not obligated to use any Feedback, and Feedback does not create a confidential relationship.

## **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, LLC

Email: [legal@docurious.com](mailto:legal@docurious.com)

Subject Line: "DMCA Takedown Notice"

Your notice must include:

1. A physical or electronic signature of the copyright owner or authorized representative
2. Identification of the copyrighted work claimed to be infringed
3. Identification of the allegedly infringing material and its location on our Platform (URL or description sufficient for us to locate it)
4. Your contact information (name, address, telephone number, email)
5. A statement that you have a good faith belief that the use is not authorized by the copyright owner, its agent, or the law
6. A statement under penalty of perjury that the information in your notice is accurate and that you are the copyright owner or authorized to act on their behalf

We will review valid DMCA notices and may remove or disable access to allegedly infringing content.

### **Counter-Notification**



If your content was removed due to a DMCA notice and you believe the removal was mistaken or misidentified, you may file a counter-notification with our Copyright Agent containing:

1. Your physical or electronic signature
2. Identification of the removed content and its prior location on the Platform
3. A statement under penalty of perjury that you have a good faith belief the content was removed due to mistake or misidentification
4. Your name, address, telephone number, and email address
5. A statement consenting to jurisdiction of the Federal District Court for the judicial district in which your address is located (or the Western District of Washington if your address is outside the U.S.)
6. A statement that you will accept service of process from the person who submitted the original DMCA notice or their agent

Upon receiving a valid counter-notification, we will forward it to the original complainant. If they do not file a court action seeking a restraining order within 10-14 business days, we may restore the removed content at our discretion.

## **Repeat Infringers**

We maintain a policy of terminating accounts of users who repeatedly infringe copyrights, as determined in our sole discretion. Repeat infringement may include multiple DMCA notices or a pattern of uploading clearly infringing content.

## **Fair Use Disclaimer**

We recognize that some uses of copyrighted material may constitute fair use under U.S. copyright law (such as educational uses, commentary, or criticism). We will consider fair use defenses when evaluating DMCA notices and counter-notifications. However, fair use is a complex legal doctrine, and we may err on the side of caution by removing content pending resolution of disputes.

## **6.8 Trademark Usage**

DoCurious, our logo, and other brand features are trademarks of DoCurious, LLC. You may not use our trademarks without prior written permission, except:

- In factual references to our Platform (e.g., "I found this Challenge on DoCurious")
- In honest reviews or commentary (protected by free speech)

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
  - You have obtained all necessary permissions (e.g., model releases for identifiable people, especially minors)
  - For Minors: Parents represent they have authority to grant licenses on behalf of their child
- 

**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](mailto:help@docurious.com).

**Questions?** Contact us at [legal@docurious.com](mailto:legal@docurious.com) for intellectual property matters or [help@docurious.com](mailto:help@docurious.com) for general User Content questions.

---

## 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. Notwithstanding the foregoing, 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](mailto: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 (collectively, "Disputes") shall be resolved through binding individual arbitration rather than in court.

### **Arbitration Rules and Procedures**

- Arbitration shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, or if you are acting in a business capacity as a Provider, under its Commercial Arbitration Rules.

- The arbitration shall be conducted in Clark County, Washington, or at another location mutually agreed upon by the parties.
- The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction.
- Each party shall bear its own attorneys' fees unless the arbitrator awards fees to the prevailing party as permitted by law.
- For claims under \$10,000, you may choose whether the arbitration will be conducted through document review, by telephone, or through an in-person hearing.

### **Exceptions to Arbitration**

Notwithstanding the above, either party may bring a claim in small claims court if the claim qualifies for small claims court jurisdiction and remains in small claims court. Additionally, either party may seek injunctive or equitable relief in court for:

- Intellectual property infringement or misappropriation
- Unauthorized access to the Platform or breach of security
- Violation of confidentiality obligations
- 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, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR PRESIDE OVER ANY FORM OF CLASS ACTION.

If the class action waiver is found to be unenforceable as to a particular claim or request for relief, that claim or request for relief shall be severed and decided by a court, while any remaining claims shall proceed in arbitration.

### **Opt-Out Right and Account Status**

You have the right to opt out of this arbitration agreement by sending written notice to [legal@docurious.com](mailto:legal@docurious.com) within thirty (30) days of first accepting these Terms. Your notice must include:

- Your full name
- Your email address associated with your DoCurious account
- A clear statement that you wish to opt out of the arbitration agreement

### **Effect of Opt-Out**

If you opt out of arbitration, DoCurious also opts out with respect to you, and all disputes will be resolved in court as specified in the "Venue for Court Proceedings" section below.

### **Continued Platform Access**

Users who opt out of arbitration may continue to use the Platform subject to the following conditions:

1. **Free Services:** Users who opt out may continue to access all free features and content on the Platform without restriction.
2. **Paid Services:** DoCurious reserves the right, in its sole discretion, to:
  - Limit or restrict access to certain paid features, premium content, or Provider Challenges
  - Require additional terms or conditions for participation in paid Challenges
  - Decline to process certain transactions
3. **Provider Accounts:** Providers who opt out of arbitration may be subject to:
  - Enhanced verification requirements
  - Modified payment terms (e.g., shorter payment cycles, holdback reserves)
  - Reduced platform features or promotional opportunities
  - DoCurious reserves the right to decline Provider applications or terminate Provider relationships at any time for any lawful reason

### **DoCurious Discretion**

DoCurious retains full discretion to determine which users and Providers to do business with, provided such decisions comply with applicable law and are not based on protected characteristics. This discretion exists regardless of whether you opt out of arbitration and is not intended as a penalty for exercising your opt-out rights, but rather reflects DoCurious's business judgment about risk management and resource allocation.

### **Account Termination**

DoCurious may terminate any account at any time, with or without cause, provided that:

- Free content already accessed remains available for a reasonable transition period
- Paid content or Challenges already purchased remain accessible according to their original terms
- Any unused account balance or purchased credits are refunded within thirty (30) days
- Termination complies with all applicable consumer protection laws

If your account is terminated, you may not create a new account without DoCurious's express written permission.

### **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 by following the opt-out procedure above. Upon reaching the age of majority, former minor account holders have thirty (30) days to opt out of arbitration in their own right. The arbitration agreement for Minor Accounts is voidable at the election of the parent, guardian, or the minor upon reaching majority.

### **Provider Disputes**

Disputes between DoCurious and Providers relating to Provider Fees (defined in Section 11A

and Appendix D), commission calculations, or payment obligations under Section 11A or Appendix D may be subject to the informal dispute resolution process above, but if unresolved, may proceed to arbitration or, at DoCurious's election, to court proceedings for debt collection. Provider disputes involving amounts exceeding \$50,000 may be brought in court rather than arbitration at either party's election.

### **Severability**

If any portion of this arbitration agreement is found to be unenforceable, the remainder shall continue in full force and effect. If the class action waiver is found unenforceable as to all claims and requests for relief, then this entire arbitration agreement shall be null and void.

### **Changes to Arbitration Terms**

DoCurious will provide at least thirty (30) days' notice of any material changes to this arbitration agreement. You may reject any such change by sending written notice to [legal@docurious.com](mailto:legal@docurious.com) within thirty (30) days of the change. If you reject the change, your account will continue under the arbitration terms that existed when you first accepted these Terms (or first accepted arbitration terms, if you previously opted out and later opted back in).

### **Venue for Court Proceedings**

If arbitration does not apply (due to opt-out, exception, or unenforceability), 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. These features are designed to help you discover relevant Challenges, receive personalized recommendations, and improve learning outcomes.

#### **Current or Pending AI Features Include:**

- Personalized Challenge recommendations based on your interests and history
- Search result optimization (helping you find relevant Challenges)
- Content moderation assistance (detecting policy violations)
- Automated quality checks on Provider content
- Learning analytics and progress insights
- Chatbot support for common questions

### **Future AI Features May Include:**

- AI-generated study materials or practice questions
- Automated feedback on Challenge submissions
- Voice or text-to-speech assistance
- Translation features for multilingual Users
- Adaptive learning path suggestions
- AI-assisted content creation tools for Providers

**We will update this section and notify Users as we add significant new AI features.**

## **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 (to provide feedback or recommendations)
- Aggregated usage patterns across all Users
- Information from your profile (age, interests, preferences)
- Provider content (to categorize and recommend Challenges)

### **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 (e.g., account terminations)

**AI Service Providers:** We may use third-party AI services (e.g., OpenAI, Google AI, AWS AI services) to power features. These providers:

- Are bound by contracts limiting use of your data
- Do not retain your data to train their own models (per our agreements)
- Are listed at [URL to be added: [www.docurious.com/ai-providers](http://www.docurious.com/ai-providers)]

We will update the list of AI providers on our website; this does not constitute a "material change" requiring separate notice, but we will note it in our regular policy update log.

## **8.3 AI-Generated Content and Accuracy**

**No Guarantee of Accuracy:** AI-generated content (recommendations, feedback, study materials, etc.) may contain errors, inaccuracies, or biases. You should:

- Verify important information independently

- Not rely solely on AI-generated content for critical decisions
- Report inaccuracies to help us improve

**Examples of Potential Issues:**

- Recommendations may not perfectly match your needs
- AI feedback may misunderstand your work
- Generated study materials may contain factual errors
- Translations may be inaccurate or culturally inappropriate
- AI moderation may incorrectly flag or miss content

**Our Commitment:** We will:

- Continuously improve AI accuracy through testing and feedback
- Provide ways to report AI errors (via [help@docurious.com](mailto:help@docurious.com) or in-app feedback)
- Use human review for high-stakes decisions (e.g., account suspensions)

**Liability for AI Errors:** Subject to Section 5 (Limitations of Liability), we are not liable for damages caused by AI inaccuracies unless caused by our gross negligence or willful misconduct. This includes:

- Incorrect recommendations leading to unsuitable Challenges
- AI feedback that is unhelpful or discouraging
- Mistaken content moderation decisions (which you can appeal)

## 8.4 AI Risks and Limitations

**Inherent AI Limitations:** AI systems, including ours, have known limitations:

**Bias:** AI models may reflect biases in training data, potentially leading to:

- Unfair recommendations (e.g., steering certain demographics toward specific types of Challenges)
- Biased content moderation (e.g., disproportionately flagging certain speech patterns)
- Stereotyping in generated content

**Hallucinations:** AI may generate plausible-sounding but false information ("hallucinations"), such as:

- Fake citations or references
- Incorrect facts presented confidently
- Misunderstanding of context or intent

**Privacy Risks:** AI systems may inadvertently:

- Infer sensitive information from non-sensitive data

- Memorize and reproduce training data (though we work to prevent this)
- Create unforeseen privacy issues through data combinations

**Security Risks:** AI systems can be subject to:

- Adversarial attacks (manipulating inputs to trick the AI)
- Data poisoning (corrupting training data)
- Prompt injection attacks (tricking AI into revealing information or violating policies)

**Lack of Understanding:** AI does not truly "understand" content—it recognizes patterns. This means:

- It may miss nuanced context
- It can't apply genuine judgment or empathy
- It may provide technically correct but contextually inappropriate responses

**We Acknowledge These Limitations:** DoCurious is committed to responsible AI use. We:

- Test AI features for bias and fairness
- Use human oversight for important decisions
- Allow Users to opt-out of certain AI features
- Continuously monitor and improve AI performance
- Are transparent when AI is being used

## 8.5 Opting Out of AI Features

**You Can Opt Out Of:**

- Usage of your data to improve AI models (your data will still be processed for immediate Platform functionality)
- 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](mailto:help@docurious.com) with "AI Opt-Out Request."

**Effect of Opting Out:**

- Your experience may be less personalized
- Some features may be slower or unavailable
- Support response times may be longer (human-only support)



**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 (or any AI tools in connection with the Platform) to:

### 1. Generate Harmful Content:

- Create content that violates our Content Standards (hate speech, harassment, violence, etc.)
- Generate sexually explicit, abusive, or exploitative content, especially involving minors
- Create content that promotes illegal activities or self-harm

### 2. Infringe Intellectual Property:

- Generate content that infringes copyrights, trademarks, or other IP rights
- Create derivative works from copyrighted material without permission
- Use AI to plagiarize or misrepresent authorship

### 3. Impersonate or Deceive:

- Create AI-generated content falsely attributed to real people
- Use AI to impersonate DoCurious staff, Providers, or other Users
- Generate fake reviews, ratings, or testimonials

### 4. Create Deepfakes or Manipulated Media:

- **Create deepfakes, manipulated media, or synthetic content depicting any person (especially minors) without their explicit written consent**
- Use such content to impersonate, defame, harass, or sexualize individuals
- Generate realistic images, videos, or audio of real people without permission
- This prohibition includes but is not limited to:
  - Face-swapping or face-morphing
  - Voice cloning or audio synthesis of real people
  - Generating realistic but false images or videos of identifiable individuals
  - Creating synthetic media that could be mistaken for authentic content

### 5. Manipulate or Exploit:

- Use AI to manipulate others (phishing, scams, social engineering)
- Attempt to "jailbreak" or bypass AI safety features
- Use AI to extract or reverse-engineer DoCurious's systems or data
- Prompt injection attacks or attempts to make AI reveal confidential information

### 6. Violate Privacy:

- Use AI to infer or reveal sensitive information about others without consent
- Generate content exposing personal information (doxxing)
- Use AI to stalk, surveil, or harass

## **7. Commercial Misuse:**

- Resell or redistribute DoCurious's AI-generated content commercially (it's for personal/educational use only)
- Use AI features to build competing products or services
- Scrape AI-generated content for training other AI models

## **8. Evade Restrictions:**

- Use AI to circumvent age restrictions, parental controls, or content filters
- Generate content to evade detection of policy violations
- Use AI to create multiple accounts or fake identities

## **8.7 Monitoring and Enforcement**

**We Monitor for Prohibited Uses:** We use a combination of automated systems and human review to detect misuse of AI features.

### **If You Violate These Prohibitions:**

- First violation (minor): Warning and content removal
- Repeated or serious violations: Account suspension or termination
- Illegal violations (e.g., child exploitation, fraud): Reporting to law enforcement

**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 (no warnings)
- Reporting to the National Center for Missing & Exploited Children (NCMEC)
- Reporting to law enforcement as required by law (18 U.S.C. § 2258A)
- Permanent ban from the Platform
- Cooperation with any criminal investigations

**Reporting AI Misuse:** If you see content that violates these prohibitions, report it via:

- In-app "Report" button
- Email: [safety@docurious.com](mailto:safety@docurious.com) (for serious safety issues)
- Email: [abuse@docurious.com](mailto:abuse@docurious.com) (for other violations)

We take all reports seriously and will investigate promptly.

## 8.8 AI and Minors (Under 13)

**Special Protections for Children:** For children under 13, we apply enhanced protections:

**No Commercial Model Training:** 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 to that child
- Safety and security (e.g., detecting inappropriate content)
- De-identified research to improve Platform safety (no personal identifiers retained)

**Parental Control:** Parents can:

- Review AI-generated feedback their child receives
- Request deletion of any AI-generated content associated with their child

**Transparency with Children:** When AI is used in a way that affects children, we will:

- Use age-appropriate language to explain AI
- Disclose when content is AI-generated (e.g., "This feedback was provided by an AI assistant")
- Encourage children to ask a trusted adult if they're unsure about AI content

**No Targeting or Profiling:** We do not use AI to create detailed behavioral profiles of children or target them with personalized marketing.

## 8.9 AI and Privacy

**Data Minimization:** We collect only the data necessary for AI features to function. For example:

- Challenge recommendations require your enrollment history
- AI feedback requires your submission content
- Chatbot support requires your conversation

**Retention:** AI-related data is subject to our general data retention policies (see Privacy Policy, Section 8). We do not retain data longer than necessary for the AI feature's purpose, except:

- Aggregated/de-identified data for improving models
- Data required for legal compliance
- Data necessary for security/fraud prevention

**Third-Party AI Providers:** When we use third-party AI services (e.g., OpenAI), we:

- Enter into contracts prohibiting them from using your data to train their models (except for immediate processing)
- Require them to delete your data after processing (or within a short retention period)

- Conduct due diligence on their privacy and security practices

**For details on AI providers, see [URL: [www.docurious.com/ai-providers](http://www.docurious.com/ai-providers)]**

## 8.10 AI Transparency and Explainability

**We Disclose When AI is Used:** We will inform you when AI significantly impacts your experience, such as:

- Challenge recommendations ("Based on AI analysis of your interests...")
- Content moderation ("This content was flagged by our AI moderation system...")
- Automated feedback ("AI-generated feedback:...")

**Requesting Explanations:** If you want to understand why AI made a particular decision (e.g., why a Challenge was recommended), you can:

- Email [help@docurious.com](mailto:help@docurious.com) with "AI Explanation Request"
- Include details about the AI decision in question
- We will provide a human-readable explanation within 10 business days

**Limitations on Explainability:** Some AI decisions are complex and difficult to explain fully. We will provide the best explanation we can, but it may not be exhaustive.

## 8.11 Human Oversight and Appeals

**Human Review for High-Stakes Decisions:** Decisions with significant consequences (e.g., account suspensions, serious policy violations) will involve human review, not purely AI.

**Right to Appeal AI Decisions:** If an AI system made a decision you believe is incorrect (e.g., content was wrongly flagged, a recommendation was inappropriate), you can:

- Request human review by emailing [help@docurious.com](mailto:help@docurious.com)
- Include the specific AI decision and why you believe it's wrong
- We will review and respond within 10 business days

**Human Override:** Our staff can override AI decisions if warranted. We balance AI efficiency with human judgment.

## 8.12 Experimental and Beta AI Features

**Some AI Features May Be Experimental:** We may offer beta or experimental AI features (clearly labeled as such). These features:

- May be less accurate or reliable than established features
- Are offered "as is" without additional warranties

- May be discontinued or changed without notice
- Require separate opt-in (you won't be enrolled automatically)

**Feedback on Beta Features:** We encourage feedback on beta AI features to help us improve them. Your feedback may be used to refine the AI, but we will not use your personal data beyond what's necessary for the feature.

## 8.13 Future of AI on DoCurious

**We're Committed to Responsible AI:** As AI technology evolves, we will:

- Continue to prioritize user safety, privacy, and fairness
- Update this section as we introduce new AI features
- Seek user input on AI development
- Follow industry best practices and legal requirements

**Material Changes to AI Use:** If we introduce AI features that significantly change how we use your data or impact your experience, we will notify you (see Section 17 on policy changes) and give you the opportunity to opt-out or adjust your settings.

**Staying Informed:** To learn more about AI on DoCurious:

- Visit our AI Transparency page: [URL: [www.docurious.com/ai](http://www.docurious.com/ai)]
- Read our blog for updates: [URL: [www.docurious.com/blog](http://www.docurious.com/blog)]
- Email questions to [ai@docurious.com](mailto:ai@docurious.com)

## 8.14 Disclaimer of AI Warranties

**AI FEATURES ARE PROVIDED "AS IS":** Subject to Section 5 (Limitations of Liability) and applicable law, we make no warranties about AI features, including:

- Accuracy, reliability, or suitability for your purposes
- Freedom from errors, biases, or harmful outputs
- Compatibility with your expectations or needs
- Continuous availability or performance

**You Use AI Features at Your Own Risk:** While we strive to make AI features helpful and safe, we cannot guarantee they will always work perfectly. You should:

- Use critical thinking when interacting with AI
- Verify important information from other sources
- Report issues so we can improve

**Limitation of Liability for AI:** Our liability for AI-related issues is subject to the caps and limitations in Section 5. This includes:

- AI errors causing unsuitable recommendations
- AI-generated content that is offensive or harmful (unless we failed to address known patterns)
- Technical failures of AI systems

**Exceptions:** We remain liable for:

- Gross negligence or willful misconduct in AI deployment
- Violations of privacy laws (e.g., COPPA, CCPA) related to AI
- Fraud or intentional misrepresentation about AI capabilities

## 8.15 AI and Intellectual Property

**Ownership of AI-Generated Content:** 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
- Include AI-generated feedback or recommendations in their learning
- Share AI-generated study materials with their educators or parents

Users may NOT:

- Redistribute AI-generated content commercially
- Remove DoCurious branding from AI-generated materials
- Use AI-generated content to train competing AI models
- Claim ownership or authorship of AI-generated content

**User Prompts and Inputs:** You retain ownership of the prompts, questions, or content you provide to AI features. By submitting them, you grant DoCurious a license to:

- Process them to generate AI responses
- Use them (in anonymized/aggregated form) to improve AI models
- Retain them for troubleshooting and quality assurance

**Provider Content and AI:** Providers retain ownership of their Challenge content. We may use AI to:

- Categorize and recommend Provider content
- Summarize or excerpt Provider content (with appropriate attribution)
- Detect policy violations in Provider content

Providers consent to these AI uses by agreeing to the Provider Agreement.

## 8.16 Compliance with AI Laws and Regulations

**We Comply with Applicable AI Laws:** As AI regulation evolves, we will comply with laws such as:

- EU AI Act (if we expand to Europe)
- State-level AI laws (e.g., California AI transparency requirements)
- Federal AI guidelines and executive orders
- Children's privacy laws (COPPA) as applied to AI

**We Reserve the Right to:**

- Modify AI features to comply with new laws
- Discontinue AI features if compliance becomes impractical
- Restrict AI features in certain jurisdictions if required

## **8.17 Contact for AI Questions**

**Questions or Concerns About AI?**

- Email: [help@docurious.com](mailto:help@docurious.com)
-

---

## 9. ACCESSIBILITY

### Accessibility Commitment

DoCurious strives to make the Platform accessible to users with disabilities to the extent feasible for a small business with limited resources. We are committed to providing basic accessibility features for core Platform functions.

### Current Platform Accessibility

The DoCurious Platform includes basic accessibility features such as:

- Keyboard navigation for primary functions
- Text-based navigation menus
- Resizable text
- Semantic HTML structure for screen reader compatibility

### Accessibility Standards

DoCurious endeavors to incorporate basic accessibility principles in Platform development. However, as a startup with limited technical and financial resources, we cannot guarantee full conformance with WCAG 2.1 Level AA or any other specific accessibility standard across all Platform features.

### Third-Party and Provider Content

A substantial portion of content and Challenges on the Platform is:

- Created and hosted by independent third-party Challenge Providers
- Delivered through Provider websites and platforms that DoCurious does not own, operate, or control
- Subject to the Provider's own accessibility practices and limitations

### DoCurious has no control over and is not responsible for:

- The accessibility of Challenge content created by Providers
- The accessibility of Provider websites, platforms, or applications
- The accessibility of products or services sold by Affiliate Vendors
- The accessibility of third-party tools, videos, documents, or materials linked from the Platform
- The inherent requirements or physical nature of Challenge activities designed by Providers

Accessibility of Provider content and third-party platforms is the responsibility of those Providers and third parties. Users should contact Providers directly regarding accessibility of their Challenge content or platforms.



## **Requesting Accessibility Information or Assistance**

If you have questions about Platform accessibility or encounter barriers to accessing Platform features, you may contact us at [help@docurious.com](mailto:help@docurious.com) with the subject line "Accessibility Inquiry."

### **Please include:**

- Description of the barrier or feature you are asking about
- The specific Platform page or function affected (not Provider content)
- Your contact information

We will make reasonable efforts to respond within 10 business days to:

- Provide information about available accessibility features
- Explore whether simple accommodations or workarounds are available
- Direct you to accessible alternative resources when available

## **Limitations on Accommodations**

DoCurious is a small startup company with very limited technical, financial, and personnel resources. While we will consider accessibility requests in good faith, we have significant limitations on our ability to provide accommodations:

### **We generally CANNOT:**

- Modify or remediate third-party Provider content or platforms
- Require Providers to modify their Challenge content or delivery methods
- Develop custom accessibility features or significant Platform modifications
- Provide alternative formats for Provider-created content (videos, documents, images)
- Modify the inherent requirements of Challenge activities designed by Providers
- Guarantee compatibility with all assistive technologies
- Provide real-time assistance or support services
- Make accommodations that would fundamentally alter the Platform or impose undue financial or administrative burden

### **We MAY be able to:**

- Provide basic information about Platform features and navigation
- Suggest accessible alternative Challenges if available (without guaranteeing equivalence)
- Share Provider contact information so you can request accommodations directly
- Make minor adjustments to Platform settings or display options if technically feasible
- Provide basic guidance on using assistive technologies with the Platform (without guarantee of compatibility)

## **No Guarantee of Effective Accommodation:**

DoCurious does not guarantee that we can provide effective accommodations for all disabilities

or access needs. Our ability to accommodate depends on technical feasibility, available resources, and whether the requested accommodation would fundamentally alter the nature of the Platform or Challenge activities.

**Interactive Process:**

We will engage in a brief interactive process to understand your request and explore whether any simple, low-cost options are available. However, this process does not obligate DoCurious to provide any specific accommodation or to make modifications that are not technically or financially feasible for a small business.

**Challenge Activities with Inherent Requirements**

Many Challenges have inherent requirements based on their educational or experiential nature:

- Visual Challenges (photography, art, design) require sight
- Physical Challenges (sports, dance, outdoor activities) require mobility
- Auditory Challenges (music, sound design) require hearing
- Hands-on Challenges (cooking, crafts, building) require manual dexterity

These inherent requirements are determined by the Challenge Provider and the nature of the activity itself. DoCurious cannot modify these inherent requirements without fundamentally altering the Challenge.

If a Challenge is not accessible due to inherent requirements, we may suggest browsing for alternative Challenges, but we do not guarantee that accessible alternatives with equivalent educational value will be available.

**Platform vs. Challenge Distinction**

It is important to distinguish between:

**Platform Accessibility** (DoCurious's Responsibility - Limited):

- The DoCurious website interface and navigation
- Account creation and management functions
- Search and browsing features
- Basic user profile and settings

**Challenge Content and Delivery** (Provider's Responsibility - Not DoCurious's):

- Challenge instructions, materials, and activities
- Provider websites and platforms where Challenges are hosted
- Videos, documents, and media created by Providers
- Physical activities and in-person Challenge components
- Products and materials sold by Providers or Affiliate Vendors

**Accessibility requests related to Challenge content or Provider platforms should be directed to the Provider, not to DoCurious.**

### **Alternative Resources**

If you encounter accessibility barriers on the Platform or in Challenge content, you may wish to explore:

- Other educational platforms or resources that may be more accessible
- Directly contacting Challenge Providers to request accommodations
- Working with disability services organizations in your community
- Consulting with assistive technology specialists

DoCurious is not responsible for identifying or providing alternative resources but may provide general suggestions if readily available.

### **Updates and Changes**

DoCurious may make accessibility improvements to the Platform over time as resources permit, but we do not commit to any specific timeline or level of accessibility conformance. We may also discontinue accessibility features if they prove technically or financially unsustainable.

### **No Waiver of Legal Rights**

Nothing in this section is intended to waive any rights you may have under applicable disability rights laws. However, any such rights are subject to the legal limitations applicable to small businesses, including defenses based on undue burden, fundamental alteration, and the independent contractor status of Challenge Providers.

### **Dispute Resolution**

Any disputes regarding accessibility or accommodation requests are subject to the arbitration and dispute resolution provisions in Section 7 of these Terms.

---

## **10. DATA BREACH NOTIFICATION**

### **Commitment to Data Security**

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.

### **What Constitutes a Breach**

A "Data Breach" means unauthorized acquisition, access, use, or disclosure of personal information that compromises the security, confidentiality, or integrity of such information, where such breach poses a risk of identity theft, fraud, or other harm to affected individuals.

### **Breach Discovery and Assessment**

Upon discovering a potential Data Breach, DoCurious will:

1. Conduct a prompt investigation to determine the scope, nature, and impact of the breach

2. Assess what types of personal information were affected
3. Determine which users were impacted
4. Evaluate the risk of harm to affected individuals
5. Take immediate steps to contain and remediate the breach

## **Notification Timeline**

### **To Affected Users:**

If a Data Breach affects your personal information, we will notify you:

- **Without unreasonable delay** and in compliance with applicable state and federal law
- **Generally within 30 days** of our discovery and verification of the breach, unless:
  - Law enforcement requests a delay for investigative purposes (we will notify as soon as permitted)
  - Additional time is needed to determine the scope of the breach and restore system integrity
  - Faster notification is required by applicable law (in which case we will comply with the shorter timeframe)

### **To Regulators:**

We will notify applicable regulatory authorities and state attorneys general as required by law, typically within 72 hours of breach discovery for jurisdictions requiring such notification.

## **Notification Method**

We will notify affected users via:

- **Primary method:** Email to the email address associated with your account
- **Secondary methods (if email is unavailable or unsuccessful):**
  - Prominent notice on the Platform
  - U.S. mail to your last known address
  - Telephone call (for high-risk breaches)
  - Substitute notice (if email and physical address are unavailable): prominent website posting plus notification to major media outlets

**For Minor Accounts:** We will notify the parent or guardian at their registered email address and may also notify via telephone for significant breaches.

## **Information Included in Notification**

Our breach notification will include, to the extent known at the time of notification:

### **1. What Happened:**

- Description of the breach and how it occurred
- Date or estimated date of the breach
- Date the breach was discovered

## **2. What Information Was Affected:**

- Types of personal information involved (e.g., names, email addresses, payment information, etc.)
- Whether the information was encrypted or otherwise protected
- Specific data elements compromised

## **3. What We're Doing:**

- Steps we have taken or are taking to investigate the breach
- Measures implemented to contain and remediate the breach
- Steps to prevent future breaches
- Whether we have notified law enforcement or regulatory authorities

## **4. What You Should Do:**

- Specific recommended actions to protect yourself (e.g., password changes, monitoring accounts, fraud alerts)
- Information about credit monitoring services (if provided)
- Contact information for credit bureaus and resources
- How to contact us with questions

## **5. Contact Information:**

- Dedicated breach response contact email and phone number
- Hours of availability for questions
- Expected response time for inquiries

## **Credit Monitoring and Identity Protection**

DoCurious will assess each Data Breach based on the type and sensitivity of information compromised and the level of risk to affected individuals. Our response will be proportionate to the risk.

### **High-Risk Breaches:**

If a Data Breach involves information that poses a significant risk of identity theft or financial fraud, including:

- Social Security numbers
- Driver's license or state ID numbers
- Financial account numbers or payment card information with security codes
- Health insurance or medical information
- Biometric data
- Login credentials combined with security questions/answers

DoCurious will offer affected users, to the extent required by applicable state law and to the extent financially feasible for a small business:

- Information about free resources for credit monitoring and fraud protection (including free annual credit reports, free fraud alerts, and free credit freezes available through credit bureaus)
- Guidance on protective measures and monitoring financial accounts
- Instructions for placing fraud alerts or credit freezes with credit bureaus
- Contact information for credit bureaus and identity theft resources (FTC, state attorney general)

### **Credit Monitoring Services:**

DoCurious may, at its sole discretion and based on the severity of the breach and available resources, offer affected users complimentary credit monitoring services. However, as a small startup company, we cannot guarantee the provision of credit monitoring for all breaches, and any such services will be subject to:

- Availability of insurance coverage or vendor funding
- Financial feasibility given company resources
- Number of affected users
- Severity and nature of the breach
- Requirements under applicable state law

Where state law specifically requires the provision of credit monitoring services, DoCurious will comply with such requirements to the extent financially feasible or will work with affected users to identify alternative protective measures.

### **No Guarantee of Funded Services:**

Users acknowledge that DoCurious is a small startup company and may not have the financial resources to provide funded credit monitoring, identity theft insurance, or other costly remediation services for all breaches. We will make reasonable efforts within our financial constraints but cannot guarantee such services will be available.

### **Enrollment Information (if credit monitoring is offered):**

- Credit monitoring is provided at no cost to affected users
- Instructions for enrollment will be included in the breach notification
- Services must typically be activated within 90 days of the notification
- Users who do not enroll forfeit the benefit (non-transferable)

### **Moderate-Risk Breaches:**

If a Data Breach involves:

- Email addresses and passwords
- Partial financial information (e.g., last 4 digits of credit card)
- Demographic information combined with account details
- Physical addresses combined with other identifying information

DoCurious will offer affected users:

- Instructions for placing fraud alerts or credit freezes with credit bureaus
- Enhanced account security features (e.g., mandatory two-factor authentication)
- Guidance on protective measures and best practices
- Increased monitoring of affected accounts for suspicious activity
- DoCurious may, at its discretion, offer credit monitoring services based on specific circumstances

#### **Lower-Risk Breaches:**

If a Data Breach involves only:

- Email addresses alone
- Usernames or display names
- Non-sensitive profile information (e.g., Challenge preferences, public Track Record)
- Challenge activity data or completion records

DoCurious will:

- Provide guidance on protective measures (e.g., password changes, phishing awareness)
- Offer to reset passwords and enhance account security
- Enable two-factor authentication features
- Monitor for suspicious account activity
- Provide dedicated support for questions and concerns

#### **Compliance with State Law:**

Where state law requires the provision of credit monitoring or other specific remedies, DoCurious will comply with such requirements regardless of the risk tier classification above.

#### **Determination of Risk Level:**

DoCurious will determine the appropriate risk level and response measures based on:

- Types and sensitivity of information compromised
- Number of individuals affected
- Likelihood of the information being misused
- Potential harm to individuals if the information is misused
- Whether the information was encrypted or otherwise protected
- Recommendations from cybersecurity experts and legal counsel
- Applicable legal requirements and industry standards
- Actual or suspected misuse of the compromised information

DoCurious's determination of appropriate response measures is made in good faith based on the specific circumstances of each breach and in consultation with legal counsel and cybersecurity professionals.

#### **Resources Provided to All Breach Victims:**

Regardless of breach risk level, all affected users will receive:

- Contact information for the three major credit bureaus (Equifax, Experian, TransUnion)
- Instructions on how to place fraud alerts (free, 1-year protection)
- Instructions on how to place credit freezes (free, stronger protection)
- Information about obtaining free credit reports
- Guidance on monitoring financial accounts for suspicious activity
- Identity theft resource information (FTC, state attorney general, etc.)
- Dedicated breach response contact information for questions

### **Vendor and Service Provider Breaches**

If a Data Breach occurs at a third-party vendor or service provider who processes personal information on DoCurious's behalf:

#### **1. Vendor Notification Obligations:**

- Our vendor contracts require vendors to notify us within 24-48 hours of discovering a breach
- Vendors must provide detailed information about the scope and nature of the breach
- Vendors must cooperate fully with our investigation and response

#### **2. DoCurious Response:**

- We will treat vendor breaches with the same urgency as internal breaches
- We will notify affected users according to the timelines above
- We will conduct our own investigation and assessment
- We will take appropriate action against the vendor (up to and including termination)

#### **3. User Notification:**

- We will notify you even if the breach occurred at a vendor, not on DoCurious systems
- We will explain the vendor's role and how your information was involved
- We will describe steps we're taking to address the vendor relationship

### **Ongoing Communication**

If circumstances change after initial notification (e.g., additional information is discovered, more users are affected), we will:

- Provide updated notifications to affected users
- Post updates on a dedicated breach information page on our website
- Maintain transparency throughout the investigation and remediation process

### **No Retaliation**

DoCurious will not retaliate against, penalize, or terminate users who:

- Report suspected data breaches or security vulnerabilities



- Request information about data breaches
- Exercise their rights following a breach notification

### **Your Rights Following a Breach**

Following a Data Breach affecting your information, you have the right to:

- Request detailed information about what data of yours was compromised
- Request a copy of the breach notification sent to regulators
- Close your account and request deletion of your data (subject to legal retention requirements)
- Receive the credit monitoring and identity protection services described above (if applicable)
- File a complaint with regulatory authorities
- Pursue legal remedies as permitted by law

### **Our Commitment**

While we cannot eliminate all security risks, DoCurious commits to:

- Maintaining industry-standard security practices
- Promptly investigating and responding to potential breaches
- Transparent and timely communication with affected users
- Providing meaningful support and resources to affected individuals
- Continuously improving our security measures to prevent future incidents
- Holding vendors to high security standards

### **Reporting Security Concerns**

If you suspect a security issue or potential breach, please report it immediately to:

- **Email:** security@docurious.com (monitored 24/7)
- **Subject line:** "SECURITY INCIDENT" or "POTENTIAL BREACH"

We take all security reports seriously and will investigate promptly.

### **State-Specific Rights**

Residents of certain states may have additional rights under state data breach notification laws. If you reside in California, New York, Massachusetts, or other states with enhanced data protection laws, you may have rights beyond those described here. Contact us for information specific to your state.

### **Changes to Breach Notification Procedures**

We may update these breach notification procedures to comply with new laws or improve our response. Material changes will be reflected in updates to these Terms and our Privacy Policy.

---

## 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

### REVISED VERSION (Incorporating Recommended Changes)

---

## 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" as defined in Section 11A and Appendix D). 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 but not limited to:

1. **Base Challenge Fees:** Challenge enrollments, registrations, or purchases that result from DoCurious listings, links, referrals, or promotional activities.
2. **Challenge Provider Products:** Additional products, services, accessories, add-ons, supplies, materials, upgrades, or related items that the Provider sells to users who were referred by DoCurious for a specific Challenge, including:
  - Upsells during Challenge enrollment
  - Related products or services purchased within 60 days of the initial Challenge purchase

- Supplies, materials, or equipment related to the Challenge
- Follow-on or advanced Challenges in the same subject area
- Any other products or services that are reasonably related to the Challenge for which the user was referred

3. **Exclusions:** Provider Fees do NOT apply to:

- Sales of unrelated products, services, or Challenges that were not listed, promoted, or referred by DoCurious
- Sales that occur more than 60 days after the initial referred Challenge purchase (unless a longer Attribution Period is specified in a Provider Agreement)
- Routine, ongoing sales to existing customers that are unrelated to DoCurious referrals

**Example:** If DoCurious refers a user to a Provider's boat-building Challenge, commissions apply to: (a) the boat-building Challenge itself, (b) related supplies like sails, paddles, or marine accessories purchased within 60 days, and (c) follow-on Challenges like "Advanced Sailing Techniques." Commissions do NOT apply to unrelated products the user purchases 90 days later, such as a cooking class, unless that cooking class was also listed and referred by DoCurious.

### **Attribution Period**

Unless otherwise specified in a Provider Agreement:

- Commission Fees apply to the initial referred Challenge purchase
- Commission Fees apply to related products and services purchased within 60 days of the initial Challenge purchase
- If a Provider operates a cookie-based or automated affiliate tracking system that attributes sales for a longer period (e.g., 30-90 days for ANY purchase on the Provider's platform), those terms control and commissions apply to all tracked sales according to the Provider's affiliate program rules

### **Provider Obligations**

Providers must:

- Report and pay commissions on all Commissionable Sales as defined above
- Implement tracking to attribute referred customers to DoCurious
- Not circumvent commission obligations by directing referred users to make purchases through alternate channels
- Provide complete sales records for referred users upon request
- Honor any cookie-based or automated tracking systems in place

### **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. This includes commission rates, attribution periods, payment terms, and access to inventory.

### **Calculation of Commission Fees**

DoCurious may calculate Commission Fees based on:

- (a) data from third-party affiliate platforms or cookie-based tracking systems,
- (b) receipts or proof of purchase submitted by Users (see also our Privacy Policy, Section 6 - Receipts and Affiliate Purchases),
- (c) vendor-reported sales, or
- (d) DoCurious's internal tracking systems.

In the event of inconsistent or incomplete data, DoCurious's determination of Commission Fees is final and binding unless the Provider demonstrates clear error within thirty (30) days of invoice.

### **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.

### **Payout Timing and Reserves**

DoCurious will use commercially reasonable efforts to calculate and remit Provider payouts on the schedule described in your Provider or Affiliate Agreement, subject to payment actually being received from applicable third parties (including Affiliate Vendors, payment processors, and financial institutions). DoCurious may establish reasonable payment holds, reserves, or offsets in connection with refunds, chargebacks, suspected fraud, reporting discrepancies, or other risk-based considerations.

Nothing in this Section requires DoCurious to advance funds to a Provider before DoCurious has received cleared funds from relevant third parties.

### **Startup Cash Flow Acknowledgment**

Providers acknowledge that DoCurious is a startup company. While DoCurious will make reasonable efforts to pay Provider Fees on time, Providers accept that payments may be delayed during periods when third-party payments are delayed or when significant chargebacks or disputes arise. Late payments will accrue interest as specified.

### **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.

Provider Subscription Fees renew automatically unless canceled. By enrolling, Providers authorize DoCurious to charge the designated payment method at the applicable interval.

Cancellation halts future charges but does not entitle Providers to refunds of past subscription fees unless required by law.

Failure to pay Provider Subscription Fees constitutes a material breach of these Terms.

### **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").

Listing Fees may include, but are not limited to:

- Standard listing fees for publishing a Challenge
- Featured placement fees
- Category-level or homepage promotional placement fees
- Seasonal or campaign-based promotional fees
- Challenge Series participation fees

Unless otherwise stated, Listing Fees are charged at the time the listing or promotional service is activated and are non-refundable, except where required by law.

Providers must pay all Listing Fees as a condition of maintaining active listings. Failure to pay Listing Fees may result in partial or full delisting, reduced visibility, or suspension of Provider tools and features.

Use of promotional placement services does not guarantee user engagement, traffic, or sales. Results may vary.

### **Future Fees**

DoCurious may introduce new Provider fees in the future, including but not limited to additional subscription tiers, analytics packages, listing enhancements, promotional tools, data services, or other monetized features ("Future Fees").

### **Notice and Implementation:**

DoCurious will provide advance notice of new Future Fees as follows:

#### **Thirty (30) Days' Notice:**

- New optional services or features with associated fees (Providers can opt out)
- Minor fee categories under \$50/month or \$500/year
- New listing enhancement or promotional placement fees
- Administrative or processing fees

#### **Sixty (60) Days' Notice:**

- New mandatory fees or subscriptions

- Fee categories exceeding \$50/month or \$500/year
- Changes to commission rates, calculation methods, or structures that apply to Challenge categories already listed on the Platform
- Material changes to existing fee categories

#### **Ninety (90) Days' Notice and Provider Consent:**

- Increases to commission rates for existing Challenge categories (e.g., increasing outdoor adventure Challenges from 10% to 15%)
- Changes to commission calculation methods that increase Provider costs (e.g., switching from Net Sale Price to Gross Sale Price)
- Elimination of volume discounts or other favorable terms currently enjoyed by Providers

For changes requiring Provider consent:

- Providers may decline by removing affected Challenges from the Platform within the notice period
- Continued listing of affected Challenges after the notice period expires constitutes acceptance
- Providers who remove Challenges are not penalized and may continue other Platform activities

Notice will include a description of the fee, the amount or calculation method, the effective date, and whether the fee is mandatory or optional.

New Providers enrolling after any fee's effective date are subject to current fees immediately upon enrollment without additional notice.

#### **Limitations on Future Fees:**

- Future Fees must be reasonably related to Platform services, features, or benefits provided to Providers
- Future Fees for existing Providers may not increase total Provider Fees by more than 25% in any 12-month period without Provider consent (excluding commission increases subject to 90-day notice and consent above)
- New fee categories (e.g., data analytics fees, premium placement fees) do not require Provider consent but are subject to the applicable notice period based on materiality

#### **Provider Options:**

Providers who do not wish to pay new Future Fees may:

- Opt out of optional services or features subject to the new fees
- Downgrade to a lower service tier (if available)
- For mandatory fees: Remove affected Challenges or provide 30 days' written notice of termination

Providers' continued use of Provider tools, listings, or Platform features after the applicable notice period expires constitutes acceptance of any applicable Future Fees.

**Grandfathering:**

DoCurious may, at its discretion, grandfather existing Providers at current fee levels for a specified period when introducing new fees, though DoCurious is not obligated to do so.

**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****Disputing Commission Calculations:**

Providers may dispute Commission Fee calculations within thirty (30) days of invoice by:

- Providing written notice to [help@docurious.com](mailto:help@docurious.com) with subject line "Commission Dispute"
- Including specific invoice number, disputed line items, and supporting documentation
- Proposing an alternative calculation with evidence

DoCurious will review disputes within fifteen (15) business days and will:

- Provide a written response explaining the calculation methodology
- Adjust the invoice if Provider demonstrates clear error
- Maintain the original invoice if calculation is correct

**Payment Pending Dispute:**

- Undisputed portions of invoices remain due within the original 30-day payment period
- Disputed amounts may be held pending resolution but do not extend payment deadlines for undisputed amounts
- If dispute resolution favors the Provider, adjusted amounts will be credited to the next invoice cycle
- If dispute resolution favors DoCurious, disputed amounts become immediately due

**Provider Verification Rights:**

Upon written request (no more than once per quarter), Providers may request:

- Detailed breakdown of Commission Fee calculations for a specific period
- Lists of attributed referrals and associated transactions
- Explanation of attribution methodology for specific transactions
- Access to aggregate (non-personally-identifiable) traffic and conversion data

DoCurious will make reasonable efforts to provide requested information within fifteen (15) business days, except for proprietary algorithmic details or individual user data protected by privacy laws.

**Escalation:**

If a dispute cannot be resolved through the process above, either party may invoke the Dispute Resolution procedures in Section 7, including informal resolution and arbitration.

**Enforcement and Remedies****Grounds for Account Actions:**

DoCurious may suspend, restrict, or terminate Provider accounts, delist Challenges, restrict listing visibility, or deny access to Provider tools or features if a Provider:

- Fails to pay Provider Fees when due
- Fails to provide required documentation within specified timeframes
- Materially breaches these Terms or any Provider Agreement
- Engages in fraud, misrepresentation, or attempts to circumvent commission obligations
- Creates safety, legal, or reputational risks

**Payment Withholding:**

DoCurious may withhold payments otherwise owed to a Provider to offset:

- Unpaid Commission Fees, Subscription Fees, Listing Fees, or other Provider Fees
- Anticipated refunds, chargebacks, or returns (reasonable reserve, typically 10-20%)
- Damages or losses caused by Provider's breach of these Terms
- Legal fees and costs related to collection or enforcement

**Limitations on Withholding:**

- Withholding for anticipated refunds/chargebacks will be reconciled quarterly
- Withholding for disputed amounts is limited to the disputed amount plus reasonable reserve
- Withholding for damages requires reasonable documentation of loss
- Providers may appeal withholding decisions through the dispute process above

**Notice Requirements:**

Before taking enforcement actions (except in cases of fraud, safety violations, or legal requirements), DoCurious will make reasonable efforts to:

- Provide written notice of the issue and proposed action
- Allow ten (10) business days for Provider to cure (for payment issues) or respond (for other issues)
- Consider Provider's response before finalizing the action



**Recovery of Enforcement Costs**

In addition to all other rights and remedies, DoCurious is entitled to recover from the Provider all reasonable costs incurred in collecting unpaid Provider Fees, including reasonable attorneys' fees, court costs, and collection agency fees, to the extent permitted by applicable law.

**Effect of Termination:**

Termination of a Provider account or relationship does not eliminate outstanding Provider Fees. All unpaid amounts remain immediately due and payable. DoCurious may refer unpaid amounts to collections and recover reasonable attorneys' fees and collection costs.

**Provider-Initiated Termination:**

Providers may terminate their relationship with DoCurious by providing thirty (30) days' written notice. Termination does not relieve Provider of:

- Obligation to pay Commission Fees for sales during the notice period
- Obligation to pay Commission Fees for attributed sales within the Attribution Period (e.g., Related Products purchased within 60 days of referral)
- Outstanding Provider Fees accrued before termination

**Individual Provider Agreements**

DoCurious may enter into individual written Provider Agreements with Challenge Providers that specify:

- Specific commission rates and fee structures
- Extended or modified attribution periods
- Custom payment terms or schedules
- Exclusive arrangements or promotional commitments
- Marketing support or co-branding opportunities
- Service level agreements or performance guarantees

In the event of conflict between these Terms and an individual Provider Agreement, the Provider Agreement controls for that specific Provider. All provisions of these Terms not specifically contradicted by a Provider Agreement remain in full force and effect.

Providers operating under individual Provider Agreements remain subject to all Platform rules, policies, and user-facing Terms & Conditions.

**Provider Tools and Support**

DoCurious may provide Provider tools, analytics, marketing support, training, or other services to Providers. However, given our size and resources as a startup company:

**Limited Free Services:**

- Basic listing functionality is provided as part of the Platform
- Advanced tools, analytics, premium placements, or enhanced features may require additional subscription fees

- Training, onboarding support, and marketing assistance are provided on a limited, best-effort basis
- We may discontinue or limit free tools and services at any time

**No Guarantee of Features:**

Providers acknowledge that:

- Provider tools and features may be limited, buggy, or incomplete
- Features may be added, modified, or discontinued without notice
- Customer support for Providers may be limited or unavailable
- We cannot guarantee uptime, performance, or reliability of Provider tools
- We may prioritize development of consumer-facing features over Provider tools

**Self-Service Model:**

DoCurious operates primarily on a self-service model. Providers are expected to:

- Set up and manage their own listings
- Handle their own customer service and Challenge delivery
- Resolve their own technical issues where possible
- Refer to documentation and FAQs before requesting support

**Paid Support Options:**

Enhanced Provider support, training, custom integrations, or premium tools may be available for additional fees. Contact [legal@docurious.com](mailto:legal@docurious.com) for information about paid support options.

---

## 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 ("Provider 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 separate from, and in addition to, Commission Fees or Affiliate Fees.

Provider Subscription Fees are billed on a recurring basis and will continue until canceled. By enrolling in a Provider Subscription, the Provider authorizes DoCurious to charge the Provider's designated payment method at the applicable recurring interval. 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 and may result in suspension, delisting, restricted visibility, or termination of the Provider's account.

---

## 13A. AFFILIATE PRODUCTS AND THIRD-PARTY VENDORS

### Affiliate Marketing Relationships

DoCurious may feature links, recommendations, or promotions for products and services offered by third-party Affiliate Vendors. These Affiliate Products may be useful, relevant, or complementary to Challenge activities but are NOT provided by Challenge Providers and are NOT required for Challenge participation.

All Affiliate Vendors must be established businesses with published affiliate or referral program policies, including return and refund 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
- DoCurious is not a party to the transaction
- 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. These commissions help support the Platform and allow us to offer free content. Our affiliate relationships do not influence the price you pay, and we only recommend products we believe may be useful to our users.

When you see an affiliate link or product recommendation, it will be clearly marked with one of the following indicators:

- "Affiliate Link"
- "We may earn a commission"
- "Sponsored" or "Ad"
- 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
- Test or verify Affiliate Product claims or descriptions
- Verify Affiliate Vendor business practices or reliability beyond confirming they are established businesses with published policies

Product recommendations, including those that appear in Challenge content, are for informational purposes only. You should independently evaluate any product before purchasing.

### **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, business practices, or failure to deliver
- Product defects, injuries, or damages caused by Affiliate Products
- Affiliate Vendor terms, policies, shipping, returns, or refunds
- Disputes between you and Affiliate Vendors

Any issues with Affiliate Products must be resolved directly with the Affiliate Vendor. DoCurious will reasonably cooperate by providing Affiliate Vendor contact information if requested.

### **This Release Does Not Apply To:**

- Products or services sold directly by DoCurious
- Challenge Provider Products (governed by Section 5)
- Claims arising from DoCurious's gross negligence or willful misconduct in selecting or promoting an Affiliate Vendor DoCurious knew to be dangerous or fraudulent

### **Returns, Refunds, and Customer Service**

All returns, refunds, exchanges, and customer service for Affiliate Products are handled exclusively by the Affiliate Vendor according to their policies. DoCurious cannot process returns or refunds for Affiliate Products.

Before purchasing an Affiliate Product, review the Affiliate Vendor's:

- Return and refund policies
- Shipping terms and costs
- Customer service contact information
- Warranty information (if applicable)

### **Affiliate Vendor Selection**

DoCurious uses reasonable efforts to select reputable Affiliate Vendors who are established businesses with published affiliate programs and customer policies. However, we do not guarantee their performance or conduct. We may remove or discontinue affiliate relationships at any time without notice.

### **Your Responsibility**

When purchasing Affiliate Products, you are responsible for:

- Reading and understanding the Affiliate Vendor's terms and conditions
- Verifying product specifications, compatibility, and suitability
- Understanding shipping costs, timelines, and restrictions
- Reviewing return and refund policies before purchasing
- Contacting the Affiliate Vendor directly for support

### **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 are responsible for supervising their child's exposure to commercial content
- DoCurious does not target advertising to children under 13
- Affiliate Product links in content accessible to children are selected for educational relevance, not marketing purposes

Parents may disable display of Affiliate Product recommendations for Minor Accounts at any time through the parent dashboard.

### **Product Safety**

If you believe an Affiliate Product poses a safety risk, please report it immediately to [help@docurious.com](mailto:help@docurious.com). We will investigate and may remove the product from the Platform.

### **Changes to Affiliate Relationships**

DoCurious may add, remove, or modify affiliate relationships and Affiliate Product recommendations at any time without notice. Discontinued affiliations do not affect transactions already completed.

---

## 14. FUTURE TECHNOLOGIES AND DATA USE

### **AI-Generated or AI-Assisted Content**

DoCurious uses artificial intelligence to enhance Platform features. See Section 8 (AI-Generated and AI-Assisted Content) for complete information about AI usage, limitations, risks, and your rights and responsibilities when using AI features. Additional information about how we handle AI inputs is provided in our Privacy Policy, Section 2 (How We Use Information - 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 (including your name and email) 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. While we strive to respond to user inquiries and requests in a timely manner, response times may vary based on:

- Volume of requests
- Complexity of the issue
- Availability of personnel
- Legal or technical requirements

Specific response timeframes mentioned in these Terms (e.g., "10 business days," "30 days") are targets, not guarantees. Actual response times may be longer, particularly during periods of high volume or when issues require legal consultation or technical investigation.

For urgent matters (safety issues, security concerns, payment problems), we will prioritize response, but cannot guarantee immediate resolution.

Users acknowledge that as a startup, our customer service resources are limited, and we appreciate patience with response times.

**Accessibility**

See Section 9 for complete accessibility information.

**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 but not limited to:

Standard Force Majeure Events:

- Acts of God, natural disasters, severe weather, earthquakes, floods, fires, pandemics, epidemics, public health emergencies
- Government orders or restrictions, civil unrest, war, terrorism
- Labor strikes, utility failures, internet or telecommunications outages

Startup-Specific Events:

- Cash flow constraints or inability to pay critical vendors
- Loss of key personnel or inability to hire replacement staff
- Third-party service provider failures (hosting, payment processing, cloud services, etc.)
- Vendor breach of contract or vendor insolvency
- Investor funding delays or loss of expected financing
- Critical technical failures requiring significant remediation time
- Cyber attacks, security breaches, or system compromises requiring Platform shutdown
- Inability to secure necessary insurance coverage
- Legal or regulatory changes affecting our ability to operate
- Other circumstances that would impose undue financial burden on a startup company

**Effect of Force Majeure:**

During force majeure events, DoCurious may:

- Suspend or limit Platform services
- Delay or cancel Challenge deliveries
- Extend timelines for obligations (refunds, responses, data requests, etc.)
- Modify or discontinue features
- Temporarily or permanently cease operations

In such events, DoCurious will make commercially reasonable efforts to:

- Provide notice to affected users (where feasible)

- Resume services when possible
- Process refunds for unfulfilled services (subject to available funds)

However, refunds and other remedies are not guaranteed during force majeure events and may be limited by available financial resources.

**No Liability:**

DoCurious is not liable for any damages, losses, or claims arising from force majeure events, including loss of access to the Platform, loss of data, unfulfilled Challenges, or financial losses.

**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.

**Limited International Support:**

- We do not guarantee Platform availability outside the U.S.
- We may not comply with non-U.S. data protection laws (except where U.S. users are affected)
- Payment processing may not be available for non-U.S. payment methods
- Customer support may not be available in languages other than English
- Challenges may not be available for international delivery
- We may block access from certain countries or regions

**International Users:**

If you access the Platform from outside the United States:

- You do so at your own risk
- You are responsible for compliance with local laws
- Your data will be transferred to and processed in the United States
- You may not have the same rights as U.S. users
- We may terminate your account at any time if international operations prove burdensome

**GDPR and European Users:**

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. If you are located in these regions, you may not use the Platform.

We may block access from EEA/UK/Swiss IP addresses. If we discover you are accessing from these regions, we will terminate your account.

**Other International Regulations:**

We do not commit to compliance with data protection or consumer protection laws of countries other than the United States. We may terminate services to users in jurisdictions where compliance would be unduly burdensome.

**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 and agree that:

**DoCurious is a Startup:**

- DoCurious is a newly formed startup company with limited financial resources, limited personnel, and limited operational history
- We may not have the resources, infrastructure, or capabilities of established companies
- Our services, features, and support may be more limited than those of larger, more established platforms
- We may experience technical difficulties, service interruptions, cash flow constraints, and other challenges common to startup companies

**Limited Warranties and Capabilities:**

- We do not warrant continuous, uninterrupted, or error-free operation
- We may need to suspend, modify, or discontinue services with limited notice
- We may not be able to fulfill all obligations during periods of financial or operational difficulty
- Our ability to provide refunds, support, or remedies may be limited by available resources

**Risk of Startup Failure:**

- Like all startups, DoCurious faces the risk of business failure
- If we cease operations, we may not be able to provide refunds, data access, or other remedies
- Users and Providers assume the risk that the Platform may not be available long-term
- We recommend not relying on DoCurious as your sole provider of educational services or income

**Good Faith Efforts:**

- We will make good faith efforts to operate the Platform reliably and fulfill our obligations
- However, our obligations are subject to our financial and operational capabilities as a startup
- Where these Terms specify absolute obligations ("will," "shall"), such obligations are subject to our reasonable efforts and available resources

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
- 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 below, including:

- New fees or fee increases (subject to specific notice requirements in Section 11A)
- Changes to refund policies
- Modifications to user content licenses
- Updates to data usage practices (subject to Privacy Policy notice requirements)
- Changes to dispute resolution procedures
- New user obligations or restrictions
- 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 (beyond current scope)
- Material changes to parental rights for Minor Accounts
- 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; users who do not accept may terminate account
- For Minor Accounts: Parent must affirmatively accept on behalf of child
- For school-managed accounts: School administrator must affirmatively accept

[See full Terms document for complete Section 17 details on notification methods, version history, rejection rights, etc.]

---

## **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](mailto:help@docurious.com)
- Legal matters: [legal@docurious.com](mailto:legal@docurious.com)
- Security reports: [security@docurious.com](mailto:security@docurious.com)

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

---

## **Appendix D: Affiliate Fee Schedule (Providers)**

[Full Appendix D content - see complete document for all Provider fee details, commission rates, attribution periods, payment terms, audit rights, enforcement provisions, etc.]

### **Key Provisions Summary:**

- Base Challenge commissions: 10-20% of Net Sale Price
  - Challenge Provider Products: 10-20% of Net Sale Price
  - Affiliate Vendor commissions: 5-20% per vendor's program terms
  - Attribution Period: 60 days for related products (extendable per Provider tracking)
  - Payment due: 30 days from invoice
  - Most Favored Nation clause applies to Challenge Providers
  - Tiered notice periods for fee changes: 30/60/90 days based on materiality
- 

### **Contact Information:**

DoCurious, Inc.  
c/o White Summers  
4900 Meadows Rd., Suite 400  
Lake Oswego, OR 97035-3167

[help@docurious.com](mailto:help@docurious.com) | [legal@docurious.com](mailto:legal@docurious.com) | [security@docurious.com](mailto:security@docurious.com)

**Reviews**

Reviews must reflect genuine experience, 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.