## **Prosperity Quest™ Terms of Service**

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If you are an individual acting on behalf of an educational organization or any other organization, you accept these provisions on their behalf and you are authorized to do so. The term "you" will refer to you, your educational organization, or other organization.

- 1. **Acceptance of Terms:** By accessing or using the Game, you agree to be bound by these Terms. If you do not agree with any part of these Terms you may not use the Game. You further acknowledge and agree:
  - You are capable of forming a binding contract with Intuit or have received the appropriate consent of a parent or guardian (guardian may also include a school or community person over 18 years of age with the authority to consent on your behalf) to enter into such binding contract;
  - You are not based in Cuba, Iran, North Korea, Syria, the Crimea, Donetsk ("DNR"), and Luhansk ("LNR") regions of the Ukraine or any other territory that is subject to a government embargo or comprehensive sanctions (Russia), or are not otherwise prohibited from using the Platform under the laws and regulations of the United States, or any other applicable jurisdiction; and
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THE GAME IS NOT INTENDED FOR USE BY INDIVIDUALS UNDER THE AGE OF THIRTEEN (13), UNLESS YOU ARE A USER IN ONE OF THE FOLLOWING CATEGORIES. IF YOU ARE UNDER THE AGE OF THIRTEEN (13) YEARS OLD, AND NOT A USER IN ONE OF THE FOLLOWING CATEGORIES, THEN YOU MAY NOT PARTICIPATE IN THIS GAME.

- 2. User Accounts: To access certain features of the Game, some users may be required to create a user account. If you are required to create a user account, you agree to provide accurate and complete information when creating your account and to keep your login credentials secure.
  - a. Educators
  - b. High School student users: Public and Private High Schools (grades 9-12)
  - c. Middle School student users; Public and Private Middle Schools (grades 6-8)
  - d. Authorized Participant: A community-based organization or school that is not in the NCES database and the person managing/supervising the program is at least 18 years of age with the authority to consent on behalf of those participating in the Game
  - e. Independent Learner: Individuals 18 years of age.
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- Reproducing, modifying, reselling, licensing, or providing free or unauthorized access to the Game or making the Game available on any file-sharing, virtual desktop or application hosting service;
- Attempting to reverse engineer, decompile or disassemble in any way any of the Game;
- Engaging in unauthorized access, monitoring, interference with, or use of the Game or third party accounts, information (including personal information), computers, systems or networks, including scraping or downloading content that doesn't belong to you;
- Using the Platform for general archiving or back-up purposes;
- Accessing the Platform for purposes of benchmarking and/or competitive intelligence;
- Facilitating a third-party's unauthorized access to the Platform; or
  - Encouraging or enabling any other individual to do any of the above or otherwise violate these Terms.
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- 7. **Termination:** We reserve the right to suspend or terminate your access to the Game at any time, without notice, for any reason, including but not limited to a

breach of these Terms.

- 8. **Disclaimer of Warranties:** Your access to and use of the Game are at your own risk. THE GAME IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
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- 10. **Governing Law:** These Terms shall be governed by and construed in accordance with the laws of California without regard to its conflict of laws principles.
- 11. Changes to Terms: We reserve the right to update or modify these Terms at

any time, without prior notice. By continuing to use the Game after any such changes, you agree to be bound by the updated Terms.

If you have any questions or concerns about these Terms, please contact us at <a href="mailto:education@intuit.com">education@intuit.com</a>.

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