



Terms of Service

Effective Date: 11/13/2025

1. **Agreement.** The following Terms of Service (the “**Terms**”) constitute a binding agreement between you and National Math and Science Initiative, Inc. (“**NMSI**,” “**we**,” “**our**,” and “**us**”), regarding your use of NMSI’s website (the “**Website**”) and NMSI’s educational resource and training services (collectively with the Website, the “**Services**”) that NMSI makes available in person and through an online platform on the Website (the “**Platform**”).

By accessing or using the Services in any manner, you agree to be bound by these Terms.

You are accessing the Services as an authorized user of a school, school district, or other educational institution (each of the foregoing, an “**Institution**”) that is a customer of NMSI. The agreement between NMSI and your Institution (the “**Institution Agreement**”) controls in the event of a conflict between these Terms and the Institution Agreement.

ANY DISPUTES RELATING TO YOUR ACCESS TO AND USE OF THE SERVICES SHALL BE RESOLVED EXCLUSIVELY BETWEEN NMSI AND THE INSTITUTION. YOU AGREE THAT YOU HAVE NO INDEPENDENT RIGHT TO BRING CLAIMS AGAINST NMSI FOR SUCH MATTERS AND ARE NOT A THIRD-PARTY BENEFICIARY OF THE INSTITUTION AGREEMENT. YOU ACKNOWLEDGE THAT THE INSTITUTION IS RESPONSIBLE FOR MANAGING YOUR ACCESS TO THE SERVICES AND MAY BE HELD LIABLE FOR YOUR ACTIONS. NMSI RESERVES THE RIGHT TO SEEK REMEDIES FROM THE INSTITUTION FOR YOUR VIOLATIONS OF THESE TERMS. TO THE EXTENT ANY DISPUTE BETWEEN YOU AND NMSI IS DEEMED BY NMSI OR A COURT OF COMPETENT JURISDICTION TO NOT BE SUBJECT TO THE INSTITUTION AGREEMENT, THAT DISPUTE SHALL BE RESOLVED THROUGH USE OF AN ARBITRATION SERVICE IN ACCORDANCE WITH SECTION 20 BELOW.

2. **Modification to Terms.** NMSI reserves the right, at its sole discretion, to modify these Terms at any time and without prior notice. The date of the last modification to the Terms will be posted at the beginning of these Terms. It is your responsibility to check from time to time for updates. By continuing to access or use the Services, you are indicating that you agree to be bound by any modified Terms.
3. **Privacy.** NMSI respects your privacy. To learn more about how we handle personal data, please see our Privacy Policy.
4. **Our Services.** NMSI offers training, materials, and resources (collectively, the “**Materials**”) for teachers and education leaders through various programs (each, a “**Program**”) that are made available in person and through the Platform.
5. **Eligibility.** You may only use the Platform if you are at least 18 years of age.
6. **User Accounts.** You must create a Platform account if you want to participate in a Program or otherwise use the Platform. You promise to provide us with accurate, complete, and updated registration information about yourself. You are responsible for maintaining the confidentiality of your account, and are responsible for any and all activities that occur under your account. You agree to immediately notify NMSI of any unauthorized use of your account or any other breach of

security. NMSI will not be liable for any loss or damage arising from your failure to comply with this section.

If you would like us to terminate your account, you can do so by emailing NMSI at customerservice@nms.org.

7. Acceptable Use. NMSI hereby grants you permission to access and use the Services, provided such use is in compliance with these Terms and the Institution Agreement, and you further specifically agree that your use will adhere to the following restrictions and obligations:

- You may only use the Services for your own personal, non-commercial use. You may not transfer your access to others or allow others to access the Services through your own access.
- You may only use the Services for lawful activity. It is your responsibility to comply with all applicable local, state, and federal laws and regulations.
- You may not use the Services in any manner that NMSI deems to be harmful, violent, fraudulent, deceptive, explicit, inappropriate, threatening, harassing, defamatory, obscene, or otherwise objectionable.
- You may not submit information or content to the Services that you do not have the right to submit. For example, you may not submit content through the Services that includes the likeness or intellectual property of another, except to the extent you obtain prior express permission from that person.
- You may not copy any content encountered on the Services, in any form, except as expressly permitted as part of your Program.
- You may not bulk copy or “scrape” any portion of the Services content using a bot or other tool.
- You may not redistribute the NMSI Content or publicly display the NMSI Content.
- You may not decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Services.
- You may not enter, store or transmit viruses, worms or other malicious code within, through, to or using the Services.
- You may not defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Services.
- You may not remove or obfuscate any product identification, copyright or other proprietary notice from any element of the Services or associated documentation.
- You will not access the Services for the purpose of building a similar or competitive product, course, or service, or share with or assist any third party in doing so.

8. Payment. NMSI charges a fee so that the authorized users of Institutions may access the Platform, Programs, and Materials. Each Institution pays the fees on behalf of its authorized users.

9. Content.

- a. **NMSI Content.** As between you and NMSI, NMSI owns all right, title and interest in and to the Programs, Materials, and other content available through the Services other than Your Content (as defined below), including, but not limited to, text, graphics, documents, data, articles, photos, images, videos, and illustrations (all of the foregoing except Your Content, the “**NMSI Content**”).

Conditioned upon your compliance with these Terms, NMSI hereby grants you a limited, non-exclusive, non-transferable license, to access and use the Services and NMSI Content in accordance with these Terms. You have no right to sublicense the rights granted in this section. You may not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, transmit, broadcast or otherwise exploit the Services, except as expressly permitted in these Terms. No licenses

or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by NMSI or its licensors, except for the licenses and rights expressly granted in these Terms.

Any Materials that you have access to through a Program or other Service is only for your internal, educational use. You may not distribute the Materials. You will have access to the Materials for a limited period of time after your Institution purchases the applicable Program(s) (the “**Access Period**”). Upon expiration of the Access Period, you will no longer be able to access the Materials through the Platform. With respect to any documents you make an authorized download of during the Access Period, you may retain one copy of such documents for your own internal, educational, non-commercial use. You acknowledge that such documents are for educational purposes only.

- b. Your Content. As between you and NMSI, you own all of the content and data that you submit through the Services (collectively, “**Your Content**”). You hereby grant to NMSI a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, access, copy, adapt, modify, and otherwise exploit Your Content, in any media, solely as necessary to provide the Services to you and the Institution and internally improve the Services. NMSI will not disclose Your Content or otherwise use Your Content for any other purpose without your prior written permission.

You acknowledge that the Institution will have access to Your Content, as well as data relating to your use of Programs and the Platform.

You acknowledge and agree that you are solely responsible for Your Content. Accordingly, you represent and warrant that you have all rights, licenses, consents and releases that are necessary to grant to NMSI the license above. If Your Content violates these Terms in any way, we reserve the right to remove Your Content from the Services.

- c. NMSI Data. NMSI will collect data about how its customers use the Platform, including but not limited to aggregated and anonymized data based on Your Content and the content of other users (collectively, “**NMSI Data**”). NMSI owns all right, title, and interest in and to the NMSI Data.

10. Third-Party Platforms. NMSI may provide you with access to third-party websites, platforms, and services (collectively, “**Third-Party Platforms**”). You hereby acknowledge that NMSI does not control such Third-Party Platforms, and cannot be held responsible for their content, operation, or use. Your use of Third-Party Platforms is subject to their respective terms of service. NMSI does not give any representation, warranty, or endorsement, express or implied, with respect to the legality, accuracy, quality, or authenticity of content, information, or services provided through such Third-Party Platforms. NMSI disclaims any and all responsibility or liability for any harm resulting from your use of such Third-Party Platforms, and you hereby irrevocably waive any claim against NMSI with respect to the content or operation of any such Third-Party Platforms.

11. Feedback. We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services (“**Feedback**”). You agree that NMSI has the right, but not the obligation, to use such Feedback without any obligation to provide you credit, royalty payment, or ownership interest in the changes to the Services.

12. Modification to Services. NMSI may modify the Services from time to time. NMSI shall have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you or any other third party may incur as a result of changes to the Services.

- 13. Termination.** NMSI may immediately and without notice terminate these Terms and disable your access to the Services if you violate these Terms or if the Institution Agreement terminates. You may terminate your account at any time through the Website.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any limitations on our liability, any terms regarding ownership or intellectual property rights, indemnification, and terms regarding disputes between us.

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

Because some states do not permit disclaimer of implied warranties, you may have additional rights under your local laws.

- 15. Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL NMSI BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF \$20, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

- 16. Notices.** Any notices or other communications permitted or required hereunder will be in writing and given by NMSI (a) via email (in each case to the address that you provide) or (b) by posting to the Website.

- 17. No Waiver.** The failure of NMSI to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

- 18. Assignment.** You may not assign or transfer these Terms, by operation of law or otherwise, without NMSI's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and of no effect. NMSI may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Unless a person or entity is explicitly identified as a third-party beneficiary to these Terms, these Terms do not and are not intended to confer any rights or remedies upon any person or entity other than the parties.

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

- 20. Governing Law; Arbitration.** These Terms are governed by and will be construed under the laws of the state of Texas, without regard to the conflicts of laws provisions thereof. To the extent

a dispute arises between you and NMSI that is not governed by the dispute resolution procedures under the Institution Agreement (as determined by NMSI or a court of competent jurisdiction), the dispute will be resolved through arbitration. The arbitration shall be held in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. The arbitration shall be held in Harris County, Texas. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. For all purposes of these Terms, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in Harris County, Texas. Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND NMSI ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

21. Entire Agreement. These Terms constitute the entire agreement between you and NMSI regarding your use of the Services, and supersede all prior written or oral agreements between you and NMSI.

22. Contact Us. If you have any questions about the Services, please do not hesitate to contact us at customerservice@nms.org.