

Terms and Conditions

Agreement between User and the Site Welcome to the Site. The Academic Contest Management & Services Platform website (the "Site") is comprised of various web pages operated by Illuminating Software LLC ("Illuminating Software"). The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

The Site is an academic contest management and services platform Site. This platform is used by academic contest organizers to manage their contest(s). Illuminating Software does not operate any contests.

Privacy

Your use of the Site is subject to Illuminating Software's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

In accordance with FERPA, Illuminating Software may maintain and use Student Education Records that are subject to FERPA to perform the services herein. To the extent that Illuminating Software obtains such Student Education Records, Illuminating Software will be considered a "School official" as that term is used in FERPA and its implementing regulations and Illuminating Software will comply with FERPA. Both parties agree to uphold their responsibilities under FERPA, the Protection of Pupil Rights Amendment (PPRA) and the Children's Online Privacy and Protection Act (COPPA), as applicable.

Electronic Communications

Visiting the Site or sending emails to Illuminating Software constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Illuminating Software is not responsible for third party access to your account that results from theft or misappropriation of your account. Illuminating Software and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Illuminating Software collects personally identifiable information from children under the age of thirteen. Illuminating Software collects this information for the following reason(s):

Our platform collects information to allow users to participate in the respective organizations contest or use services sponsored by the respective organization. This information is solicited by the organization hosting or sponsoring these event(s) or service(s).

If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website. If you are a parent and you have questions regarding our data collection practices, please contact us using the information provided at the end of this Agreement. If you are under 18, you may use the Site only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Illuminating Software and Illuminating Software is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Illuminating Software is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Illuminating Software of the site or any association with its operators.

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Termination/Access Restriction

Illuminating Software reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Utah and you hereby consent to the exclusive jurisdiction and venue of courts in Utah in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Illuminating Software as a result of this agreement or use of the Site. Illuminating Software's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Illuminating Software's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Illuminating Software with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Illuminating Software with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Illuminating Software with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Illuminating Software reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. Illuminating Software encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Illuminating Software welcomes your questions or comments regarding the Terms:

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Effective as of November 10, 2020