

# TERMS OF USE

Last Modified: Sep 1, 2025

---

## 1. Parties and Ownership

1.1. The websites **scopesdf.org** and **scopesdfbeta.org**, including any subdomains (collectively, the “Sites”), are owned and operated by **The Fab Foundation**, a California non-profit public benefit corporation, with offices located at 50 Milk Street, 16th Floor, Boston, Massachusetts 02109, USA (“Fab Foundation,” “we,” or “our”).

1.2. These Terms of Use (the “Terms”) govern your access to and use of the Sites, including any associated services, tools, or platforms (collectively, the “ScopesDF Platform” or “Platform”).

---

## 2. Acceptance of Terms

2.1. By accessing, browsing, or using the Sites or Platform, you (“you” or “User”) acknowledge that you have read, understood, and agree to be legally bound by these Terms and by our Privacy Policy.

2.2. If you do not accept these Terms, you may not access or use the Sites or Platform.

---

## 3. Eligibility

3.1. The Sites and Platform are directed to individuals who are at least eighteen (18) years of age, or legal entities represented by duly authorized individuals.

3.2. By using the Sites, you represent and warrant that you satisfy this eligibility requirement.

---

## 4. Modifications to Terms

4.1. Fab Foundation reserves the right to modify or amend these Terms at any time in its sole discretion.

4.2. Any revised Terms will be posted on the Sites. Continued use of the Sites or Platform after posting constitutes your binding acceptance of such revised Terms.

---

## 5. Accounts and Security

5.1. To upload or share content, you must create an account by providing accurate and complete information.

5.2. You are solely responsible for maintaining the confidentiality of your login credentials and for all activity occurring under your account.

5.3. Fab Foundation shall not be liable for any loss or damage arising from your failure to provide accurate information or secure your account.

---

## 6. User Conduct

6.1. You shall not use the Sites or Platform to:

- (a) violate any applicable law;
  - (b) infringe the intellectual property or other rights of third parties;
  - (c) upload harmful code, malware, obscene, defamatory, harassing, or otherwise unlawful content;
  - (d) impersonate any other person or misrepresent authorship of content;
  - (e) interfere with the security, integrity, or operation of the Platform.
- 

## 7. User Content and Licenses

7.1. You retain ownership of any content you create, upload, or submit ("User Content").

7.2. By submitting User Content, you grant Fab Foundation a **non-exclusive, worldwide, royalty-free, perpetual, irrevocable license** to host, reproduce, adapt, distribute, publicly display, and modify such content **for non-commercial educational purposes**.

7.3. Unless otherwise specified, all User Content is made available under the **Creative Commons Attribution-NonCommercial 4.0 International (CC BY-NC 4.0)** license.

7.4. You represent and warrant that you have all rights necessary to grant the foregoing licenses, and that your User Content does not infringe the rights of any third party.

---

## 8. Copyright Infringement Policy

8.1. Fab Foundation does not monitor or pre-screen User Content and shall not be responsible for infringing materials uploaded by Users.

8.2. If notified of infringing material, Fab Foundation will act expeditiously to remove or disable access to the material in accordance with applicable law (including the U.S. Digital Millennium Copyright Act).

8.3. Fab Foundation shall not pay damages, fees, or penalties in connection with infringing content. Responsibility rests solely with the User who uploaded such material.

8.4. Repeat infringers may have their accounts terminated.

---

## 9. Third-Party Links and Services

9.1. The Sites may contain links to or integrate with third-party applications, websites, or services.

9.2. Fab Foundation does not endorse, control, or assume responsibility for such third-party resources.

---

## 10. Availability and Disclaimer of Warranties

10.1. The Sites and Platform are provided on an **“AS IS”** and **“AS AVAILABLE”** basis.

10.2. Fab Foundation expressly disclaims all warranties, whether express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

10.3. Fab Foundation does not warrant that the Sites or Platform will be uninterrupted, secure, error-free, or that any defects will be corrected.

---

## **11. Limitation of Liability**

11.1. To the maximum extent permitted by law, Fab Foundation, its affiliates, officers, employees, and agents shall not be liable to you for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, including without limitation loss of profits, data, goodwill, or other intangible losses, arising from or related to:

- (a) use or inability to use the Sites or Platform;
  - (b) unauthorized access to or alteration of your data or transmissions;
  - (c) acts or omissions of third parties;
  - (d) termination or suspension of your account.
- 

## **12. Indemnification**

12.1. You agree to indemnify, defend, and hold harmless Fab Foundation, its affiliates, officers, employees, and agents from any and all claims, damages, liabilities, losses, and expenses (including attorneys' fees) arising out of your:

- (a) User Content;
  - (b) use of the Sites or Platform; or
  - (c) violation of these Terms.
- 

## **13. Termination**

13.1. Fab Foundation may suspend or terminate your account at any time, with or without cause, in its sole discretion.

13.2. Upon termination, your access to the Sites and Platform shall cease, but all licenses you granted to Fab Foundation under these Terms survive.

---

## **14. Governing Law and Dispute Resolution**

14.1. These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to conflict of law principles.

14.2. Except as otherwise provided below, any disputes shall be resolved exclusively by binding arbitration conducted under the Streamlined Arbitration Rules of JAMS.

14.3. Notwithstanding the foregoing, disputes involving intellectual property rights or claims for injunctive relief may be brought in the state or federal courts located in Boston, Massachusetts, and you consent to the jurisdiction of such courts.

---

## **15. Miscellaneous**

15.1. No failure or delay by Fab Foundation in exercising any right shall operate as a waiver thereof.

15.2. If any provision of these Terms is found unenforceable, the remaining provisions shall remain in full force and effect.

15.3. These Terms constitute the entire agreement between you and Fab Foundation regarding the Sites and supersede all prior understandings.

---

## **16. Copyright Agent & Contact Information**

For questions, notices of copyright infringement, or other issues, please contact:

**Jean-Michel Molenaar**

The Fab Foundation

50 Milk Street, 16th Floor

Boston, Massachusetts 02109, USA

Email: [jean-michel@fabfoundation.org](mailto:jean-michel@fabfoundation.org)