

Terms of Use

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The Spector Family Foundation (“Foundation,” “we,” “our,” or “us”) makes its website that links to these Terms of Use (the “Site”) available to you (“you”, or “your”) subject to these Terms of Use (“Terms”). By accessing or using the Site in any way, you agree to be bound by these Terms. If you do not accept any of these Terms and/or you do not comply with its provisions, you may not use the Site. Additional terms and conditions may apply.

We may modify these Terms at any time. All changes will be effective immediately upon posting to the Site. Material changes will be conspicuously posted on the Site or otherwise communicated to you. By using the Site after changes are posted, you agree to those changes.

1. USE OF OUR SITE

- 1.1. Our Rights in and to Foundation Materials. The Site, our systems, our databases, and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any technical or functional descriptions, requirements, plans, specifications, or reports, that are provided or used by the Foundation or any subcontractor engaged by the Foundation in connection with this Site or otherwise relate to this Site, the designs of each of the foregoing, and any and all intellectual property rights in the foregoing (collectively, the “Foundation Materials”) shall at all times remain the exclusive property of the Foundation and its third-party licensors. Any third-party software included in this Site is licensed subject to the additional terms of the applicable third-party license.
- 1.2. Grant of License. Subject to your compliance with these Terms and subject to additional terms of any third-party licenses applicable to our Site, we hereby grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use our Site. We reserve all rights not otherwise expressly granted by these Terms. If you do not comply with these Terms, we reserve the right to revoke any license granted in these Terms and limit your access to our Site. Any use of our Site that exceeds the rights expressly granted in these Terms is strictly prohibited and constitutes a violation of these Terms, which may result in the termination of your right to access and use our Site. You are not acquiring any rights in or to the Foundation Materials other than a non-exclusive right to access and use this Site solely in accordance with the terms of these Terms.
- 1.3. Modification. We may discontinue or alter any aspect of our Site, restrict the time our Site or website is available, and restrict the amount of use permitted at our sole discretion and without prior notice or liability to you. We may also install bug fixes, updates, patches, and other upgrades to our Site without prior notice or liability to you. Your only remedy is to discontinue using our Site if you do not want a modification we make to our Site.
- 1.4. Removal of Access. Your access to our Site is provided on a temporary basis with no guarantee of future availability or continued right to access. You agree that we may immediately suspend or terminate your access to our Site or any part thereof. Cause for such measures include, without limitation: (1) breach or violation of these Terms or other incorporated agreements or guidelines; (2)

discontinuance or material modification to our Site; (3) unexpected technical or security issues or problems; (4) extended periods of inactivity; or (5) your engagement in fraudulent or illegal activities. You further agree that such measures may be taken in our sole discretion and without liability to you or any third party.

1.5. Defects and Availability. We use commercially reasonable efforts to maintain our Site, but we are not responsible for any defects or failures associated with our Site, any part thereof, or any damages (such as lost income, opportunities or any other consequential or indirect damages) that may result from any such defects or failures. Our Site may be inaccessible or inoperable for any reason, including, without limitation: (1) equipment malfunctions; (2) periodic maintenance procedures or repairs which we may undertake from time to time; or (3) causes beyond our reasonable control or which we could not reasonably foresee. You understand that our Site is provided over the Internet, so the quality and availability of our Site may be affected by factors outside of our control. Our Site is not intended to be available 100% of the time and we do not make any representations, warranties, or guarantees regarding the reliability or availability of our Site. We do not represent, warrant, or guarantee that our Site will always be available or are completely free of human or technological errors. We will not be liable to you or any third party for damages or losses related to our Site being unavailable.

1.6. Restrictions. You may not: (1) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any portion of our Site in any way; (2) copy, modify, adapt, alter, translate, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which our Site is based; (3) use our Site or Foundation Materials to develop a competing service; (4) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of our Site, servers, or networks connected to our Site or take any other action that interferes with any other person's use of our Site; (5) decrypt, transfer, create Internet links to our Site, or "frame" or "mirror" our Site on any other server or wireless or Internet-based device; (6) use or merge our Site or any component thereof with other software, databases, or services not provided or approved by us; (7) circumvent or attempt to circumvent any electronic protection measures in place to regulate or control access to our Site; (8) use our Site for unlawful purposes; (9) develop, distribute, or sell any software or other functionality capable of launching, being launched from, or otherwise integrated with our Site; (10) use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information on our Site for any reason; (11) use any Foundation Materials made available through our Site in any manner that misappropriates any trade secret or infringes any copyright, trademark, patent, rights of publicity, or other proprietary right of any party; (12) introduce into our Site any virus, rogue program, Trojan horse, worm or other malicious or intentionally destructive code, software routines, or equipment components designed to permit unauthorized access to or disable, erase, or otherwise harm our Site, or perform any such actions; (13) introduce into our Site any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of an unauthorized person; (14) delete, modify, hack, or attempt to change or alter our Site, Foundation Materials, or notices on our Site; (15) connect to or access any Foundation computer system or network other than our Site; or (16) impersonate any other person or entity to use or gain access to our Site.

- 1.7. Prosecution. We reserve the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.
- 1.8. Use in the United States. The Site is intended for use in the United States only. We do not guarantee that use of the Site will be available or permitted in any location other than the United States. If you choose to access the Site from a location other than the United States, you do so at your own risk.

2. CONTENT AND DATA ON OUR SITE

- 2.1. Foundation Content. Our Site may include or provide access to information, photos, videos, text, graphics, and other material or information provided by us or third parties (collectively, the “Foundation Content”) that are protected by copyrights, patents, trademarks, trade secrets, or other intellectual property laws. You are not acquiring any rights in or to the Foundation Content other than a non-exclusive right to access and use the Foundation Content solely in accordance with the terms of these Terms and solely in connection with your use of our Site. You understand and agree that Foundation’s rights in any Foundation Content are valid and protected in all forms, media, and technologies existing now or developed in the future. You may not obscure or remove any proprietary rights notices contained in or on the Foundation Content.
- 2.2. Feedback. We welcome your comments, feedback, information, or materials regarding our Site (collectively, “Feedback”). Your Feedback will become our property upon your submission to us. By submitting your Feedback to us, you agree to assign, and hereby irrevocably assign to us, all right, title, and interest in and to the Feedback and all copyrights and other intellectual property rights embodied in such Feedback on a worldwide basis. We will be free to use, copy, distribute, publish and modify your Feedback on an unrestricted basis, without compensation to you. Moreover, you hereby assign or waive, as the case may be, any moral rights that you may have in or to the Feedback.
- 2.3. Links; Third Party Materials. Our Site may include links to other websites or resources on the Internet, or utilize our Site or content of third parties (collectively, “Third Party Materials”). Because we have no control over Third Party Materials or the administration of Third Party Materials by the third parties that provide them, you acknowledge and agree that we are not responsible for the availability of such materials, and we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such Third Party Materials or for any privacy or other practices of the third parties operating those websites or providing such materials. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, in connection with, resulting from your use of or reliance on any such Third Party Materials available on or through any such website or resource. We strongly encourage you to review any separate terms of use and privacy policies governing use of Third Party Materials.
- 2.4. Ownership of Intellectual Property. As between you and Foundation, Foundation exclusively owns all right, title and interest in and to our Site, Foundation Content, Foundation Materials, and Feedback, including but not limited to, all ideas, inventions, inferences, discoveries, source and object software code, developments, derivative works, enhancements, upgrades, fixes and patches, formats and processes, and all images, trademarks, service marks, logos and icons displayed or related therein or thereto (collectively, “Foundation IP”). Except as expressly provided herein, you have no right, license, or authorization with respect to any of the Foundation IP. You shall not assert any claims to the

contrary or otherwise do anything inconsistent with the allocation of ownership herein, including, but not limited to, challenging the validity of the authorizations or any intellectual property rights granted herein. In the event you are ever deemed to be the owner of any of the Foundation IP, you shall immediately take all necessary steps to evidence, transfer, perfect, vest, or confirm Foundation' right, title and interest in the Foundation IP. Foundation is not transferring or granting to you any right, title, or interest in or to (or granting you any license or other permissions in or to) any Foundation IP. The sole exception of the foregoing reservation of rights are the limited rights granted to you to use our Site, and which shall automatically terminate upon expiration or termination of these Terms. Any unauthorized use of any Foundation IP, whether owned by us or other parties, may violate copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes. Trademarks owned by third parties are the property of those respective third parties. Notwithstanding the foregoing and for the avoidance of doubt, if you apply for the Spector Craft Prize for Emerging Artists, you retain all right, title, and interest in and to your submitted works. Nothing herein shall be construed as transferring ownership of your submitted works to the Foundation, provided that we retain all usage rights with respect to your submitted works as described in the Spector Craft Prize for Emerging Artists rules of entry.

3. REPRESENTATIONS

- 3.1. Your Representations. You hereby represent and warrant that: (1) you have the power and authority to enter into and perform your obligations under these Terms; (2) you will comply with the terms and conditions of these Terms and any other agreement to which you are subject that is related to your use of our Site, your Feedback, or any part thereof; (3) if applicable, you have provided and will maintain accurate and complete information with us, including, without limitation, your legal name, email address, and any other information we may reasonably require; (4) your access to and use of our Site or any part thereof will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (5) you will immediately notify us in the event that you learn or suspect that the information you provided to us has been disclosed or otherwise made known to any other person; and (6) you will not use our Site in order to gain competitive intelligence about us, our Site, or to otherwise compete with us.
- 3.2. Feedback Representations. In the event you provide any Feedback via our Site, you hereby make the following additional representations and warranties to us: (1) you are owner of such Feedback or otherwise have the right to grant us the licenses or assignments granted pursuant to these Terms; (2) you have secured any and all consents necessary to provide the Feedback and to grant the foregoing licenses or assignments; (3) the Feedback does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and such Feedback does not contain any personally identifiable information about third parties in violation of such parties' rights; (4) the use of any Feedback will not result in harm or personal injury to any third party; and (5) all factual information contained in the Feedback is true and accurate.

4. DISCLAIMERS OF WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR SITE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED,

INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WITHOUT LIMITATION, WE MAKE NO WARRANTY THAT OUR SITE (INCLUDING THE FOUNDATION MATERIALS) WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE SITE OR ANY INFORMATION OR CONTENT FOUND ON OUR SITE WILL BE ACCURATE OR RELIABLE, THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF OUR SITE WILL BE CORRECTED, THAT OUR SITE AND ANY CONTENT OR INFORMATION FOUND ON OUR SITE WILL BE VIRUS-FREE, OR THAT THE QUALITY OF ANY INFORMATION, CONTENT, OR OTHER MATERIALS OBTAINED THROUGH OUR SITE WILL MEET YOUR EXPECTATIONS. FOUNDATION WILL HAVE NO LIABILITY REGARDING ANY LOSS OF DATA.

ANY CONTENT OR OTHER MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SITE IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU THROUGH OUR SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

5. INDEMNITY; LIMITATION OF LIABILITY

5.1. Indemnity. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS FOUNDATION, OUR AFFILIATES, AND ALL OF THEIR OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, DEMANDS, OR EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPENSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (A) YOUR USE OF OUR SITE, (B) YOUR VIOLATION OF THESE TERMS, (C) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF ANY THIRD PARTY, AND (D) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT.

5.2. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY WITH RESPECT TO ITS OBLIGATIONS UNDER THESE TERMS OR OTHERWISE FOR LOST PROFITS, LOSS OF DATA, WORK STOPPAGE, PERSONAL INJURY, DEATH, OR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH OUR SITE, OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR SITE. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS FOR THE USE OF ANY OR ALL PARTS OF OUR SITE IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00 USD).

6. MISCELLANEOUS

6.1. Governing Law. These Terms will be governed by and construed, interpreted, and enforced in accordance with the laws of the State of New York without reference to its conflicts or choice of law principles. Any court proceeding will take place in New York, New York and you hereby consent to the

exclusive jurisdiction and venue of the state or federal courts in New York, New York. You irrevocably submit and consent to the personal jurisdiction of such courts.

- 6.2.Term. These Terms are effective upon your acceptance and will continue in full force until terminated by you or us. You may terminate these Terms at any time by immediately discontinuing all access to our Site. Termination or cancellation of these Terms will not affect any right or relief to which we may be entitled at law or in equity. We reserve the right to terminate these Terms at any time and for any reason without prior notice to you. Further, you agree that we will not be liable to you or any third-party for any termination or suspension of your access to our Site or any part thereof.
- 6.3.Terms Applicable to New Jersey Consumers. No provision in these Terms shall apply to any consumer in New Jersey if the provision limits remedies for (i) negligence, (ii) products liability claims, (iii) the punitive damages laws, (iv) the New Jersey Uniform Commercial Code, or (v) failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft). The provisions of these Terms concerning the exclusion or limitation of certain damages are not applicable in New Jersey with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property. Foundation reserves all rights, defenses, and permissible limitations under the laws of New Jersey and under the laws of your state of residence.
- 6.4.Independent Contractors. You understand and expressly agree that you and Foundation are independent contractors and not agents or employees of the other party. Neither you nor Foundation has any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
- 6.5.Equitable Relief. You agree that breach of the provisions of these Terms would cause irreparable harm and significant injury to us which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that we have the right to enforce the provisions of these Terms by injunction (without necessity of posting bond), specific performance, or other equitable relief without prejudice to any other rights and remedies we may have for your breach of these Terms.
- 6.6.Entire Agreement. These Terms constitute the entire agreement between you and Foundation with respect to the subject matter hereof and supersede all prior agreements, both oral and written, with respect to the subject matter hereof. We may revise and update these Terms from time to time and will post the updated Terms to our Site. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THESE TERMS, ANY CHANGES TO THESE TERMS WILL APPLY IMMEDIATELY UPON POSTING. Although we are not obligated to provide you with notice of any changes, any changes to these Terms will not apply retroactively to events that occurred prior to such changes. Your continued use of our Site will constitute your agreement to any new provisions within the revised Terms.
- 6.7. Waiver; Severability. Our failure to enforce any provision of these Terms will not be deemed to be a waiver of our right to enforce them. If any term or provision of these Terms will be held to be invalid, illegal, or unenforceable, the remaining terms and provisions of these Terms will remain in full force and effect, and such invalid, illegal, or unenforceable term or provision will be deemed not to be part of these Terms.
- 6.8.Assignment. You may not assign, transfer, or sell (voluntarily or by operation of law) your rights or obligations under these Terms, nor delegate your duties hereunder to any other person, without our

prior written consent. Any purported assignment without our consent will be void and will constitute a breach of these Terms. We may assign these Terms or delegate or subcontract our obligations under these Terms at any time.

6.9.Survival. The provisions of these Terms that by their content are intended to survive the expiration or termination of these Terms, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination, and interpretation of these Terms, will survive the expiration or termination of these Terms for their full statutory period.

6.10.Contact Us. If you have any questions, please contact us at info@spectorcrafterprize.org.