

End-User License Agreement (EULA)

Effective Date: 08/01/2024

This End-User License Agreement (the "Agreement") is a legally binding contract between you ("User," "You") and **MGD Heroes Made Limited** ("Company," "We," "Our," "Us"). By accessing or using the Heroes Made platform, software, website (collectively, the "Platform"), or any services associated with the Platform, you agree to abide by the terms of this Agreement.

If you do not agree with the terms and conditions of this Agreement, you must not use or access the Platform.

1. License Grant

We grant you a limited, non-transferable, non-sublicensable license to use the Platform strictly for educational purposes. You cannot modify, reverse engineer, or commercially exploit the Platform.

2. Data Collection and Privacy

We are committed to protecting your privacy. By using the Platform, you consent to the data collection practices described in our [Privacy Policy](#) and [Terms and Conditions](#).

GG4L Security Compliance:

Heroes Made utilizes **Global Grid for Learning (GG4L)** to handle all data exchange. GG4L's **School Passport®** system ensures that any personally identifiable information (PII) collected for account creation and classroom access is encrypted and handled in compliance with applicable data protection laws such as **FERPA** in the U.S. and **GDPR** in Europe. GG4L's **PII Shield** ensures that student, teacher, and school data is anonymized where necessary, and that only the minimal required data is shared for educational purposes([GG4L - The Global Grid 4 Learning](#))

No unnecessary data is collected, and all data is protected through **encryption, role-based access controls**, and secure login. Only data required to create user accounts and virtual class spaces will be collected, and all such data is securely transmitted and stored using GG4L's privacy governance tools.

3. FERPA Compliance

Heroes Made complies with the **Family Educational Rights and Privacy Act (FERPA)**, protecting the privacy of students' educational records. Any personally identifiable information collected from students is handled according to FERPA regulations, and no data is shared without the proper consent from parents or guardians. Schools are responsible for obtaining such consents as required by law.

4. COPPA Compliance

Heroes Made complies with the **Children's Online Privacy Protection Act (COPPA)**. Schools or educational institutions providing access to children under the age of 13 are responsible for obtaining verifiable parental consent before allowing students to use the Platform. Heroes Made will not collect personal information from children under 13 without the appropriate consents as required by law.

5. Account Registration

Heroes Made does not collect unnecessary personal data from users. When schools create student accounts, the data required to access the virtual space and necessary learning materials will be collected and securely managed via GG4L's platform.

6. Assessment Disclaimer

The assessments provided are for informational and educational purposes only and should not replace professional advice. Consult qualified professionals for concerns about a student's well-being.

7. Fees and Payments

- Access to the Platform may be subject to a subscription fee, as outlined in the applicable service agreement or fee schedule.
- Payment is due as outlined in the service agreement and is non-refundable unless required by law.
- Failure to make timely payments may result in suspension or termination of your access to the Platform.

8. Termination

We reserve the right to suspend or terminate your account for any violation of this Agreement. You may terminate the Agreement by ceasing to use the Platform and deleting your account.

9. Intellectual Property

All intellectual property rights in the Platform and its content are owned by **MGD Heroes Made Limited** and its licensors. You are granted no ownership rights.

10. Disclaimer of Warranties

The Platform is provided "AS IS" and "AS AVAILABLE" without warranties of any kind. We do not guarantee uninterrupted service or that the Platform will meet your requirements.

11. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for any indirect, incidental, consequential, or punitive damages, including loss of data, profits, or business, arising out of or in connection with your use of the Platform.

In no event shall the Company's total liability exceed the amount paid by you, if any, for accessing the Platform in the 12-month period preceding the claim.

12. Indemnification

You agree to indemnify and hold harmless the Company, its affiliates, officers, employees, and agents from any claims, damages, liabilities, costs, or expenses arising from your use of the Platform, violation of this Agreement, or infringement of any third-party rights.

13. Jurisdiction and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to its conflict of law principles. Any legal actions arising out of or relating

to this Agreement shall be brought exclusively in the state or federal courts located in New York County, New York.

14. Dispute Resolution and Arbitration

Disputes will be resolved through binding arbitration in accordance with the American Arbitration Association (AAA). You waive the right to participate in class-action lawsuits.

15. Modifications to the Agreement

The Company reserves the right to modify this Agreement at any time. We will notify you of any material changes by posting the updated Agreement on the Platform. Continued use of the Platform after changes are posted constitutes acceptance of the new terms.

16. Miscellaneous

- **Assignment:** You may not transfer or assign this Agreement. The Company may assign or transfer this Agreement without restriction.
- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- **Entire Agreement:** This Agreement, along with the Terms and Conditions and Privacy Policy, constitutes the entire agreement between you and the Company.

Contact Information

For questions or concerns regarding this EULA, please contact:

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info@heroesmade.com