

TERMS OF USE

PLEASE READ THESE TERMS OF USE (“TERMS”) BEFORE USING THIS WEBSITE. DO NOT REGISTER FOR AN ACCOUNT OR USE THIS WEBSITE IF YOU ARE NOT IN AGREEMENT WITH THESE TERMS. BY CONTINUING TO VIEW THIS WEBSITE, WHETHER OR NOT REGISTERED, YOU AGREE TO ALL TERMS AND CONDITIONS HEREIN.

NOTE THAT THIS DOCUMENT CONTAINS AN *AGREEMENT TO ARBITRATE*, AN ASSIGNMENT OF CONTENT YOU CREATE, AND OUR PRIVACY POLICY (AMONG OTHER MATTERS). REVIEW IT CAREFULLY.

IF YOU ARE UNDER 18 YEARS OF AGE, YOU WILL NEED TO OBTAIN THE APPROVAL OF YOUR PARENT OR GUARDIAN, AND THEIR APPROVAL OF THIS AGREEMENT, BEFORE USING THIS WEBSITE.

This Website is owned, created and maintained by Genesis, The Schlesinger Academy for Innovation (“Genesis” or “We”), a California non-profit benefit corporation with offices at 9595 Wilshire Boulevard, Suite 700, Beverly Hills 90212.

By using this Website, “You” (the user, or if the user is under 18, collectively the user and the user’s parent or guardian) accept and agree to comply with the following terms, which Genesis may change at any time. If we change any of these Terms, we will notify You the next time You log in.

1. Ownership of the Content.

As between You and Genesis, Genesis owns the compilation of content posted on the Website, which comprises text, images, audio, video, databases, designs, graphics, illustrations, user interfaces, visual interfaces, photographs, artwork, codes, software and software modifications (“Content”), including copyright and all other intellectual property rights in and to the Content.

2. Using the Content.

The Content may be used only by You, for individual non-commercial use, and only to view and interact with said Content online. You agree never to copy Content in any manner, including without limitation, screens shots or downloading, unless the Content specifically offers You such an option. Under no circumstances may You use any Content for commercial purposes, including without limitation the promotion or advertising of products or services.

If You wish to make any other use of any Content, please contact Genesis at the following email address: permissions@genesisteam.org

3. Trademarks & Trade Dress.

You agree that the word “GENESIS” and any other trademarks/service marks and Trade Dress (“Marks”) used on the Website are valid and the sole and exclusive property of Genesis, and agree never use such Marks, nor to challenge such validity or ownership. Additional third-party trademarks/service marks and Trade Dress (“3rd Party Marks”) may appear on the Website, and You agree that such 3rd Party Marks are valid and the sole and exclusive property of their respective owners, and agree never use such 3rd Party Marks, nor to challenge such validity or ownership.

4. User-Generated Content.

Genesis offers interactive features, including allowing You to create avatars and rooms, and post comments, labels, illustrations and other wording and images on same, and to chat with other users (collectively “User-Generated Content” or “UGC”). In consideration of Your being permitted to use the Website and the Content, You hereby transfer all rights, including without limitation copyright, in and to all UGC, to Genesis, without further compensation, in all formats, on or through any medium now known or hereafter developed, and with any technology or devices now known or hereafter devised. Should such a transfer be deemed invalid or contrary to law, at the very minimum, Genesis shall have a limited, nonexclusive license to use, copy, distribute, display, transmit, and publish such UGC, without further compensation.

You also agree to sign all truthful documents, prepared at Genesis’ expense, which Genesis believes would be useful to transfer title in and to Genesis, and to perfect title in Genesis’ name, of any UGC. Should You be unable or unwilling to sign such documents, You irrevocably appoint Genesis as Your agent to sign such documents in Your name and on Your behalf.

You agree that any UGC You create will be appropriate to the purposes of a Website designed for all people of all ages. All UGC must be civil, and never threatening, sexually explicit, or hateful. Hateful includes derogatory statements targeting individuals or specific groups; these may be based on race, national or ethnic origin, color, religion, sex, sexual orientation or expression, age, and mental or physical ability. Profanity, spamming, selling, or advertising is NOT permitted.

Any UGC You create may be modified in any way or deleted by Genesis, at Genesis’ sole and absolute discretion, and without notice to You.

You understand that this is a public site, and agree not to post personal or other information You would not want the public to know.

You agree that any UGC that You post will be Your own original work, and not the work of others.

5. Content Complaints.

If You have any complaints or objections to Content posted on the Website, other than objections based upon infringement of Intellectual Property Rights (as discussed within), please send Your request to the email address content@genesissteam.org , with the following:

- a. A physical or electronic signature of a person making the complaint;
- b. Identification of the material that is the subject of Your complaint, and information reasonably sufficient to permit us to locate that material;
- c. Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- d. A statement as to why You find the material in question objectionable, including (if applicable) why You feel You are or would be personally harmed by same; and
- e. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

If You wish to have UGC that You created removed, please contact Genesis at the following email address remove@genesissteam.org with Your login as the only word in the body of the email, and only the word “Delete” in the Subject Line. We will do our best to remove all of Your UGC. Unfortunately, we cannot selectively remove only some of Your UGC.

6. Third-Party Sites

The Website may link to or from third-party sites that are not under the control of Genesis. These links are provided as a convenience and for informational purposes only, and they do not indicate Genesis’s endorsement, sponsorship of, or affiliation with the third party or content of the linked site, including any advertisements that may be posted. Genesis has no control over, makes no representation or warranty, and bears no responsibility for the accuracy, legality, or content of third-party sites that link to or from the Website.

7. DISCLAIMER OF LIABILITY

GENESIS MAKES NO REPRESENTATIONS OF ANY KIND REGARDING THE WEBSITE, THE CONTENT OR ANY PORTION THEREOF. THE WEBSITE AND CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE,

COPYRIGHT OWNERSHIP AND/OR NON-INFRINGEMENT OR OTHER THIRD-PARTY PROPRIETARY RIGHTS. GENESIS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES THAT MAY OCCUR TO YOU OR ANY THIRD PARTY BASED ON YOUR USE OF THE WEBSITE AND/OR THE CONTENT. GENESIS MAY UPDATE OR TAKE DOWN ANY WEBSITE OR ANY CONTENT ON A WEBSITE AT ANY TIME.

8. Indemnity

You agree to release, indemnify, defend and hold Genesis harmless from all claims, causes of action, allegations, costs, expenses, fees (including reasonable attorneys' fees), judgments, liabilities, losses, and damages arising from or relating to Your UGC or Your use of the Website and/or any Content.

9. Choice of Laws & Arbitration.

These Terms of Use and any amendments or revisions shall be governed by applicable federal law and the laws of the State of California, as appropriate, without regard to its conflict of laws principles.

If any case, controversy, suit, action, or proceeding arises out of, in connection with, or related to these Terms of Use or Your use of or any aspect of the Website or Content (collectively "Dispute"), You and Genesis agree to the following resolution process with respect to the Dispute. To most efficiently resolve any Dispute, You and Genesis agree to first discuss the Dispute informally for at least 30 days. To do so, the party who wants to raise the Dispute must first send to the other party a notice that must include: (1) a description of the Dispute; and (2) a proposed resolution (together, the Dispute Notice). If You want to raise a Dispute with Genesis, You must send Your Dispute Notice by certified mail to Genesis at 9595 Wilshire Boulevard, Suite 700, Beverly Hills 90212. If Genesis wants to raise a Dispute, Genesis will send our Dispute Notice to You at the email address that Genesis has on file for You. If Genesis does not have a valid email address on file for You, Genesis will send our Dispute Notice to You through a means that complies with the service of process rules in the state of California.

If You and Genesis do not reach an agreed-upon resolution within 30 days of receipt of the Dispute Notice, You and Genesis agree that the Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitration will be heard and determined by a single neutral arbitrator who is a lawyer or retired judge, who will administer the proceedings in accordance with the AAA's Supplementary Procedures for Consumer Related Disputes. In resolving the Dispute, the arbitrator will consider applicable law, the provisions of these Terms and any Additional Terms, and any facts based upon the record and no other basis and will issue a reasoned decision. If a party properly submits the Dispute to the AAA for arbitration and the AAA is unwilling or unable to set a hearing date within 60 days of the filing of a "demand for

arbitration,” then either party can elect to have the arbitration administered by Judicial Arbitration and Mediation Services, Inc. (JAMS), and determined by a single neutral arbitrator who is a lawyer or retired judge, using JAMS’s Streamlined Arbitration Rules and Procedures, or by any other arbitration administration service to which You and Genesis agree. You can obtain AAA and JAMS procedures, rules, and fee information as follows:

AAA: 1-800-778-7879 JAMS: 1-800-352-5267
<http://www.adr.org> <http://www.jamsadr.com>

Nature, Limitations, and Location of Alternative Dispute Resolution. In arbitration, as with a court, the arbitrator will resolve the submitted Dispute and can issue a decision consistent with this Section. However, WITH ARBITRATION, THERE IS NO JUDGE OR JURY; THE ARBITRATION PROCEEDINGS AND ARBITRATION ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in Los Angeles, California. You and Genesis will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules, but if applicable arbitration rules or laws require Genesis to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then Genesis will have the right to elect to pay the fees and costs and proceed to arbitration. Discovery will be permitted only pursuant to the applicable arbitration rules. The arbitrator’s decision must consist of a written statement stating the disposition of each claim of the Dispute and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) are based. Judgment on the arbitration decision and award (if any) may be entered into any court that has jurisdiction over the parties.

Timing of Claim. To help resolve any issues between You and Genesis promptly and directly, You and Genesis agree that any Dispute Notice must be sent within one year after the events giving rise to the Dispute arose; otherwise, the Dispute is waived.

No Class Actions. You and Genesis agree that any Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party.

10. Privacy

Genesis stores the following information: Your email address, name, and event(s) attended. Genesis also stores Your login and password. Genesis keeps Your information for a period of five (5) years after Your last login. The basis for this is Your consent.

Should You wish to have information deleted, please send Your request to the email address “delete@genesisteam.org” with only the word “Delete” in the Subject Line and only Your Login in the body of the email

Genesis reserves the right to use “Cookies.” Cookies are files stored on the hard disk of Your computer. A cookie is not used to collect personal data from Website visitors, but to record information about their browsing behavior on our Website that can be directly read by Genesis during that and future Website visits. Cookies help us recognize You and to know preferences necessary to provide You with service

Other than the above, Genesis does not use, collect or disclose information that You provide. Genesis does not sell or transfer your information to any other entity.

11. Digital Millennium Copyright Act

If You or any user of this Website believes its copyright is infringed by a posting or any material on this site, You or the user should send notification to our Designated Agent (as identified below) immediately.

Pursuant to the Digital Millennium Copyright Act, 17 USC § 512, notice of claims of copyright infringement should be sent to our Designated Agent. Our Designated Agent for notice of claims of copyright infringement is the webmaster, who can be reached at the following email address: copyright@genesisteam.org.

To be effective, Your notification must include all of the following:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, including whether or not the work has been registered and if registered, the Copyright Reg. No., and clear copy of the Copyright Deposit (and if not registered, a clear image of the work allegedly being infringed and an explanation of the basis for such a claim);
- c. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate that material;
- d. Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

- e. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
- f. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that Genesis is allegedly infringing.

Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received may be terminated by Genesis without prior notice to the user.

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our site without liability to You or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office or other appropriate body for adjudication as provided in the Digital Millennium Copyright Act.

12. Infringement of Other Intellectual Property Rights.

If You or any user of this Website believes its trademarks or other (non-copyright) Intellectual Property Rights have been infringed by a posting on, or other material on or aspect of, this site, You or the user should immediately send notification to Genesis at the following email address: ip@genesisteam.org.

To be effective, Your notification must include all of the following:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the Intellectual Property right claimed to have been infringed, including whether or not the work has been registered and if registered, the Trademark Reg. No. or Patent No., and complete description of the Intellectual Property right in question;
- c. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate that material;
- d. Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

- e. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the owner, agent, or the law; and
- f. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that Genesis is allegedly infringing.

Service of repeat infringers or of users about whom repeat claims of infringement are received may be terminated without prior notice.

You acknowledge and agree that upon receipt of a notice of a claim of infringement, we may immediately remove the identified materials from our site without liability to You or any other party.

13. Your ability to use the Website and Content may be terminated by Genesis at any time without cause or advance notice, and without obligation to You or any third-party.

Please click below:

I AGREE to the Above Terms of Use.

I Do NOT Agree to the Above Terms of Use.