

Terms of Use

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These Terms of Use govern your access to and use of the website, mobile applications, and any other online services (collectively, the “Services”) operated by Major Minor Global Youth Forum, Inc.™ (“Major Minor,” “we,” “us,” “our”), whether accessed via computer, mobile device or otherwise, including any content, functionality, features and applications (collectively, “Materials”) offered on or through the Services to you as a guest or registered user.

Please see Sections 11-14 below regarding restrictions on your legal rights in any dispute involving our Services, this Terms of Use or our Privacy Policy.

1. Agreement. Please read the following information carefully before using the Services. By using the Services, you accept and agree to be bound by these Terms of Use and our posted Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms of Use or the Privacy Policy, or if you violate them in any way, your right to access or use the Services is terminated. Major Minor reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms of Use at any time, and by using this Services after the posting of a modification, you accept the modification. By using the Services, you represent and warrant that you are of legal age to form a binding contract with Us and meet all of the eligibility requirements in these terms.
2. Privacy. Personal information collected by us in connection with the Services will be maintained in accordance with our posted Privacy Policy.
3. Prohibited Actions. You agree not to: (a) decompile, reverse engineer, disassemble, modify, reduce the Services to human readable form or create derivative works based upon the Services or any part thereof; (b) disable any licensing or control features of the Services; (c) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Services or its users; (d) merge the Services or Materials with another program or create derivative works based on the Services or Materials; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Services or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Materials or access to the Services to others; (g) use, or allow the use of, the Services or the Materials in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (h) otherwise act in a fraudulent, illegal, malicious or negligent manner when using the Services. Except as expressly provided herein, Major Minor and its third party licensors reserve all rights with respect to the Services, and may pursue all legally available options under both civil and criminal laws (and may cooperate with law enforcement agencies) in the event of any violations; (i) post violent, defamatory, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming, impersonating or intimidating people or entities; or (j) create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including advertising or promotional material, without our prior written consent, including any “junk mail,” “chain letter,” “spam” or any other similar solicitation. You may not access or use the Services by means of any automated program, expert system, electronic agent or “bot,” and shall not give any other person or entity unauthorized access to the Services. You are prohibited from “scraping,” copying, republishing, licensing, or selling the data or

information on the Services if you do so for commercial purposes.

4. Your Responsibilities. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, we prohibit the creation of and you agree that you will not create an account for anyone other than yourself. All information you provide or provided to us upon registration and at all other times must be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy. You are responsible for keeping your password for the Services (if any) secret and secure. You are solely responsible for your interaction with other users of the Services, whether online or offline. You agree that we are not responsible or liable for the conduct of any user. We reserve the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment when interacting with others, including when you submit or post Use Content (described below) or any personal or other information.
5. User Content. The Services we provide—online or offline—may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other features (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, “User Content”) on or through the Services. You represent and warrant that: (a) all of your User Content do and will comply with these Terms of Use; (b) you own or control all rights to the User Content posted by you on or through the Services or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (c) You will pay for all royalties, fees, and any other monies owed by reason of User Content you post on or through the Services; (d) You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not us, have fully responsibility for such materials, including its legality, reliability, accuracy, and appropriateness; and (e) we are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Services. We are not a backup service and you agree that you will not rely on the Services for the purposes of storing User Content. We will not be liable to you or third-party beneficiaries for any modification, suspension, or discontinuation of the Services, or the loss of any User Content.

You hereby grant us a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties the User Content that you post through the Services or otherwise provide to us, subject to our Privacy Policy. User Content will be considered non-confidential and non-proprietary. Furthermore, our Services may be subject to a compromise of security and the submission of User Content or other information you provide may not be secure. It is in our sole discretion to share, reproduce, publish, or post through the Services any User Content submitted by you or on your behalf.

We do not accept unsolicited materials or ideas, and takes no responsibility for any materials or ideas so transmitted. If you choose to send us content, information, ideas, suggestions, or other materials, you agree that we are free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

Major Minor may preserve all User Content or other information you provide. We may make any

disclosures we believe in our discretion to be required or otherwise appropriate by law or where necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any of the Services violate your rights or the rights of third parties; (d) protect the rights or property of Major Minor, its users and/or the public; or (e) in the event that all or substantially all of Major Minor's assets are acquired by a third party.

6. Reporting Copyright Infringement And Other Violations with respect to User Content or the Services. We respect the intellectual property rights of others, and we prohibit users of our Services from submitting, uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights or these Terms of Use. For allegations of copyright infringement, please follow the instructions below; otherwise, you can report any issues to us via the contact information provided at the end of these Terms of use.

NOTE: THE FOLLOWING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING US THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. Pursuant to 17 U.S.C. 512(c)(2), written notification must be submitted in writing to the Designated Agent as follows: Attn: Tracy Grant, Subject: Notification of Claimed Infringement, Major Minor Global Youth Forum, Inc., via mail to 321 Saint Nicholas Avenue, Apt. 5K, New York, New York 10027 or via email to mmgyf@major-minor.org (phone number is 646-345-6455).

To be effective, the Notification of copyright infringement must include 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, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- (d) Information reasonably sufficient to permit the service provider to contact the Complaining Party, such as an 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, its 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 is allegedly infringed.

7. Our Intellectual Property Rights. We grant you a limited, non-exclusive, non-sublicensable, non-transferable license to access and use the Services for lawful purposes in accordance with this Terms of Use and our Privacy Policy. The Services contain Materials owned or licensed by us, including name, logo, text, images, audio/visual works, icons and scripts and other materials provided on or through the Services. Except as provided herein, none of the Materials may be copied, distributed, displayed, downloaded, or transmitted in any form or by any means without the prior written permission of Major Minor or the third party owner. Unauthorized use of any Materials provided by the Services may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or other regulations and statutes. If you believe that any of the Materials infringe on any of your intellectual property rights, please contact Major Minor immediately via the contact information provided below. Except as expressly provided

herein, Major Minor and the third parties reserve all rights with respect to the Services and Materials, and may pursue all legally available options under both civil and criminal laws (and may cooperate with law enforcement agencies) in the event of any violations, including but not limited to the right to terminate accounts of any user who has infringed any intellectual property or proprietary rights. We may also disable any social media features and any links at any time without notice in our sole discretion.

Trademarks and service marks that may be referred to in the Services are the property of Major Minor or their respective owners. Nothing in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission. The name of Major Minor or the Major Minor logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials in the Services, without prior written permission. You are not authorized to use our logo as a hyperlink to the Services unless you obtain Major Minor's written permission in advance, although we permit you to use certain designated features of the Services to use our logo as a hyperlink for designated purposes.

8. Materials. We may update the content in our Services and Materials from time to time, but it will not necessarily be complete or up-to-date. The Services may be supported by advertising revenue and may display advertisements and promotions, and you agree that we may place such advertising and promotions through the Services or on, about, or in conjunction with User Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice. You acknowledge that we may not always identify promoted services or content, or commercial communications as such. Although it is our intention for the Services to be available as much as possible, there may be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We may remove any content from the Services for any reason, without prior notice. Content removed from the Services may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order or similar legal process.
9. Links in the Services. Although Major Minor controls a few hyperlinks in the Services, some links within the Services may lead to third-party sites. Major Minor includes these third-party links solely as a convenience to you. The presence of a link does not imply an endorsement of the linked site, its operator, or its contents, or that Major Minor is in any way affiliated with the linked site. The Services do not incorporate any materials appearing in such linked sites by reference. Major Minor reserves the right to terminate a link to a third party web site at any time. The third party sites are not controlled by Major Minor, and may have different terms of use and privacy policies, which Major Minor encourages you to review.
10. Linking to the Services. You may link to our website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. The Services may provide certain social media features that enable you to: link from your own or certain third-party websites to certain content on our Services; send communications with certain content, or links to certain content, using the Services; or cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us, and must not otherwise: establish a link from any website that is not owned by you; cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site (for example, scraping, framing, deep linking, or in-line linking);

or take any action with respect to the Services that is inconsistent with these Terms of Use. We may disable any social media features and any links at any time without notice in our sole discretion.

11. Disclaimer of Warranties; Limitation of Liability. YOUR USE OF THE SERVICES, MATERIALS AND USER CONTENT IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ALL USER CONTENT AND MATERIALS THEREIN ARE PROVIDED "AS IS" WITHOUT A REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT COMPANY'S SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THROUGH USE OR DOWNLOADING MATERIAL FROM THE SERVICES. UNDER NO CIRCUMSTANCES SHALL MAJOR MINOR BE LIABLE FOR ANY DIRECT OR INDIRECT, ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

MAJOR MINOR DOES NOT ENDORSE, APPROVE OR VERIFY ANY POSTED USER CONTENT ON THE SERVICES AND WE SHALL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY USER CONTENT POSTED ON THE SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO USER CONTENT POSTED ON THE SERVICES, FOR YOUR USE OF THE SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES WHETHER ON THE SERVICES OR RELATING TO THE SERVICES.

12. Exclusions And Limitations; Consumer Protection Notice. If you are a consumer, the provisions in these Terms of Use are intended to be only as broad and inclusive as is permitted by the laws of your state of residence. Major Minor reserves all rights, defenses and permissible limitations under the law of your state of residence.

For New Jersey Residents: Notwithstanding any term herein, these Terms do not limit your rights or our obligations under any applicable statute or law, including types and amounts of recovery; nor do they excuse us from any duty to avoid causing harm by means of gross negligence, recklessness, or intentional misconduct; nor do they disclaim our duty of care to our invitees; nor do they require you to defend and indemnify us in the event that any loss is caused by our negligence.

13. Indemnification. You agree to indemnify us and hold us harmless from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorneys' fees, resulting, whether directly or indirectly, from your violation of these Terms of Use. You also agree to indemnify us and hold us harmless from and against any and all claims brought by third parties arising out of your use of the Services and the User Content you make available via the Services by any means, including without

limitation through a posting, a link, reference to other content, or otherwise.

14. Governing Law; Arbitration and Class Action Waiver. THE LAWS OF THE STATE OF NEW YORK WILL GOVERN THESE TERMS OF USE, THE PRIVACY POLICY AND ANY DISPUTE RELATING TO THE SERVICES, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS. EXCLUDING DISPUTES ADDRESSED THROUGH ARBITRATION AS PROVIDED BELOW, YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF NEW YORK IN RELATION TO ANY CLAIM, DISPUTE OR DIFFERENCE ARISING FROM THESE TERMS, AND YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON CONVENIENS OR OTHER REASON.

Excluding claims for injunctive or other equitable relief, for claims related to the Services, any dispute or controversy arising out of or relating to these Terms of Use, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of these Terms of Use, shall be resolved by final and binding arbitration in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect. There shall be no right or authority for any claims to be arbitrated on a class action basis. The arbitration shall take place in New York, New York or at the option of the party seeking relief, online, by telephone, online, or via written submissions alone, and be administered by JAMS. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

15. Services Controlled from United States. Our Services are operated from the United States. We make no representation that content or materials in the Services are appropriate or available for use in other jurisdictions. Access to any of the Services from jurisdictions where such access is illegal is strictly prohibited. If you choose to access the Services from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.
16. Entire Agreement; Severability. You acknowledge that you have read and understood and agree to be bound by these Terms of Use. You further agree that these Terms of Use, together with our posted Privacy Policy, which is incorporated into these Terms of Use by reference, constitute the complete and exclusive statement of the agreement between you and Major Minor and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of these Terms of Use. If any provision of these Terms of Use is found unenforceable, it shall not affect the validity of these Terms of Use, which shall remain valid and enforceable according to its terms.

17. Contacting Us. If you have any questions, concerns or comments about this Terms of Use, our Privacy Policy, our organization or our Services, please contact us via email at mmgyf@major-minor.org or by mail to Major Minor Global Youth Forum, Inc., 321 Saint Nicholas Avenue, Apt. 5K, New York, New York 10027.