



GCC FUTURE RANGERS

FUTURE RANGERS™ MOBILE APP SOFTWARE End User License and Terms of Use Agreement (“EULA”)

Effective Date: November 15, 2022

This End User License and Terms of Use Agreement (“**Agreement**”) governs your (“**you**”, “**your**” or “**User**”) use of the Future Rangers™ mobile app software (“**Software**”) and video streaming platform services described below provided by Global Conservation Corps, Inc. (“**we**”, “**us**” or “**our**”) designed to operate on your smartphone, tablet or other mobile computing device (“**Mobile Device**”). You should also read our privacy policy available <https://globalconservationcorps.org/privacy-policy/>, and which may be updated from time to time and effective upon posting, and which is incorporated by reference into this Agreement (“**Privacy Policy**”).

BY CLICKING THE “I AGREE” (OR “SUBMIT” OR SIMILAR BUTTON), OR DOWNLOADING AND INSTALLING OR USING THE SOFTWARE, OR USING THE SERVICES, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND YOU UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER, OR OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION, YOU SHOULD DELETE IT FROM YOUR MOBILE DEVICE.

IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT USE THE SOFTWARE OR THE SERVICES. **IMPORTANT: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.** Please carefully review Sections 26 of this Agreement for more information.

1. Changes to the Agreement.

- A. We regularly update and improve the Software, and may at times remove features in order to improve your ability to use the Software. Because we are constantly trying to improve our Software, this Agreement may also need to change. We reserve the right to change the Agreement at any time, but if we do, we will bring it to your attention by placing a notice on our globalconservationcorps.org website (the “**Website**”), by sending

you an email, or by some other means. If this Agreement is modified, you will be required to consent (via a click-through screen) to the updated Agreement when you login and before you can proceed to use the Software. By continuing to use the Software following any such modification, you accept and agree to be bound by such modifications. IF ANY MODIFICATION IS NOT ACCEPTABLE TO YOU, YOUR SOLE AND EXCLUSIVE REMEDY AND RECOURSE IS TO DISCONTINUE USE OF THE SOFTWARE AND THE SERVICES. If you don't agree with the new Agreement, you are free to reject them; unfortunately, that means you will no longer be able to use the Software. If you use the Software in any way after a change to the Agreement is effective, that means you agree to all of the changes.

2. Services. Through the Software we provide a network and online hosted software platform and related services to partner organizations for collecting and managing student data and managing educational resources (“**Services**”).
 - A. License. Subject to the terms of this Agreement, we grant you a limited, non-exclusive and nontransferable license to: (A) download, install and use the Software for your use on a single Mobile Device owned or otherwise controlled by you, and (B) access, stream, and use on such Mobile Device the services made available in or otherwise accessible through the Software, strictly in accordance with this Agreement. Your access to and use of the Services are governed by our Privacy Policy.
3. Geographic Restrictions. Use of the Software may be prohibited or restricted in certain countries or regions. You acknowledge that you may not be able to access all or some of the Software features and Services in certain countries or regions and that access thereto may not be legal by certain persons or in certain countries or regions. If you access the Software and Services, you are responsible for your compliance with local laws.
4. Allowable Uses of the Software. Any use of the Software in any manner not allowed under this Agreement including, without limitation, resale, transfer, modification, reverse engineering, or distribution of the Software is prohibited. This Agreement does not entitle you to receive and does not obligate us to provide hard-copy documentation, support, telephone assistance, or enhancements or updates to the Software.
5. Account Creation and Security.
 - A. Eligibility. No part of the Software is directed to persons under the age of 18. Any use of the Software is void where prohibited. By accessing and using the Software, you represent and warrant that you have the right, authority and capacity to enter into this

Agreement and to abide by all of the terms and conditions of this Agreement. If you are under the age of 18 you may use the Software only with the approval and involvement of your parent or guardian. Make sure you review this Agreement with your parent or guardian so that you both understand all of your rights and responsibilities.

- B. You must be at least 18 years of age to access and use the Software. By agreeing to this Agreement, you represent to us that: (i) you are at least 13 years of age; (ii) you have not previously been suspended or removed from the Services; and, (iii) your registration and your use of the Services is in compliance with any and all applicable laws and regulations. If you are using the Services on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to this Agreement and you agree to be bound by this Agreement on behalf of such organization.
- C. All of the information that you supply to us in creating your User account must be accurate. You are responsible for maintaining the confidentiality of your account and password. We may reject any user name that violates this Agreement, including any user name that uses another person's identity or that violates our Community Guidelines.
- D. We may use the email you provide to us in your User account profile to provide you with service messages and updates. By becoming a User you are consenting to the receipt of these communications.
- E. You are responsible for maintaining the confidentiality of the username and password you designate during the registration process (and as you update thereafter), and you are solely responsible for all activities that occur under your username and password. You agree to immediately notify us of any disclosure or unauthorized use of your username or password or any other breach of security and ensure that you log out from your account at the end of each session. We are not responsible for any misuse of your account or information if you have (voluntarily or involuntarily) given someone access to it.
- F. Social Media Websites. The Software may allow users to connect with various social media sites ("**SM Websites**"). By connecting your SM Website account, you represent that you are entitled to grant us access to your SM Website account without breach by you of any SM Website terms and conditions and without obligating us to pay any fees or making us subject to any usage limitations. By granting us access to your SM Website account, you

understand that we may access, make available, and store any information, content, or other materials that you have provided to or stored in your SM Website account (“**SM Website Content**”) accessible through our Website and Services so that it is available on your User Account. Unless otherwise specified in Content will be deemed your User Content (as defined below) for all purposes of this, all SM Website Content will be deemed your User Content (as defined below) for all purposes of this Agreement. PLEASE NOTE THAT YOUR RELATIONSHIP WITH EACH SM SITE IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH SM SITE, AND WE DISCLAIM ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO US BY A SM SITE IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN THE SM SITE. We make no effort to review any SM Website Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and we are not responsible for any SM Website Content.

6. Availability; Data and Information

- A. We shall use commercially reasonable efforts to provide continuous access to the Service. We do not guarantee that the Services will be accessible at all times. The Services may be unavailable during maintenance periods or during an emergency. In addition to normal maintenance, there may be events that will make the Services inaccessible for a limited amount of time due to unforeseen circumstances.
- B. Force Majeure Events. We shall not be liable to you or any other person, firm or entity for any failure of performance under this Agreement if such failure is due to any cause or causes including, but not limited to strikes, riots, vandalism, fires, inclement weather, third-party provider outages, cable cuts, power crisis shortages, acts of terrorism, and or acts of God, or other similar occurrences; any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority; national emergencies, pandemic, epidemic or other national or local health emergency, insurrections, riots, wars; or strikes, lockouts, or work stoppages or other labor difficulties; failures, shortages, breaches or delays.
- C. We have the right to refuse to provide any aspect of the Services or access to the Software. We can subcontract any aspects of the Services, such as, but not limited to, outside hosting and storage, to third parties, which may be inside or outside the United States.

- D. Content and Data Retention, Backup and Deletion. Content and data uploaded via the Software is backed up periodically, but we are not responsible for storing or retaining content and we shall not be liable for any loss, deletion or alteration of any posted content or user data. Users/posters should have a backup copy of their content before posting.
 - E. We reserve the right to deactivate any accounts which have not been active for at least six months. We reserve the right to delete data and content in deactivated accounts.
7. Collection and Use of Your Information.
- A. You acknowledge that when you download, install or use the Software, we may use automatic means (including, but not limited to, cookies and web beacons) to collect information about your Mobile Device and about your use of the Software. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Software or certain of its features or functionality, and the Software may provide you with opportunities to share information about yourself with others. By downloading, installing, using and providing information to or through this Software, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.
8. Updates.
- A. We may from time to time in its sole discretion develop and provide Software updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either: (i) the Software will automatically download and install all available Updates; or (ii) you may receive notice of or be prompted to download and install available Updates.
 - B. You agree to promptly download and install all Updates and you acknowledge and agree that the Software or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Software and be subject to all terms and conditions of this Agreement upon installation. You understand that failing to promptly install all Updates may result in a security or other vulnerability that we have identified and fixed in an Update not being implemented, and

that your Mobile Device may be accessed without your authorization. You agree that we are not responsible for any breach of your data security or privacy if you fail to install all Updates within ten days of being made available to you.

- C. Third Party Materials. The Software may display, include or make available third-party content (including curriculum and other course content, data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third Party Materials**”). You acknowledge and agree that we are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright or trademark compliance, legality, decency, quality or any other aspect thereof. We do not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and your access and use of them are entirely at your own risk and subject to such third parties’ terms and conditions. Once you choose to link to another site, you should read and understand that site’s privacy statement before disclosing any personal information.
9. Your Acceptable Use. Use of the Software and any of your information or content collected, transmitted or stored in connection with the Software is limited to the functionality of the Software. In no event may the Software be used in a manner that (a) harasses, abuses, threatens, defames or otherwise infringes or violates the rights of others; (b) is unlawful, fraudulent or deceptive; (c) uses technology or other means to access our proprietary information that is not authorized by us; (d) uses or launches any automated system to access our Website or computer systems; (e) attempts to introduce viruses, Trojans, worms, malware, or any other malicious computer code that interrupts, destroys or limits the functionality of any computer software, hardware or telecommunications equipment; (f) attempts to gain unauthorized access to our or our service provider’s computer network or user accounts; (g) encourages conduct that would constitute a criminal offense, or would give rise to civil liability; (h) “stalks” or otherwise harasses any person; (i) uses any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Software or its contents; (j) asks users or uses users to conceal the identity, source, or destination of any illegally gained money or products; (k) collect usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Software; (l) forges headers or otherwise manipulates identifiers in order

to disguise the origin of any information transmitted to or through the Software (either directly or indirectly through use of third party software); (m) “frames” or “mirrors” any part of the Software, without our prior written authorization; (n) uses meta tags or code or other devices containing any reference to us or the Software (or any of our trademarks, trade names, service marks, logos, or slogans) to direct any person to any other website for any purpose; or, (o) otherwise violates this Agreement. we reserve the right, in its sole discretion, to terminate this Agreement, request that you remove the Software from your Mobile Device for any reason, including, but not limited to, our reasonable conclusion that you have violated this Agreement. We may terminate or suspend your account at any time without notice if we believes that you have breached this Agreement, or for any other reason, with or without cause, in its sole discretion. Upon such termination or suspension, you will not be entitled to any refund of unused fees for in-app purchases. We are not required to disclose, and may be prohibited by law from disclosing, the reason for the termination or suspension of your account. After your User Account is terminated for any reason, all terms of this Agreement survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

10. Content you Post.

A. Content you post, upload, publish, link to, transmit, record, display, or otherwise make available, or permit your image or voice to be recorded (collectively, “**post**” (whether or not capitalized)) via the Software, including, but not limited to, text, text messages, chat, profile text, videos (including streaming videos), voice recordings, photographs, images, or artwork, whether publicly posted or privately transmitted (collectively, “**content**” (whether or not capitalized)) may appear on other user’s Mobile Devices or computers. You are responsible for all content that you post through or download from the Software.

B. You agree to comply with the following “**Community Guidelines**”:

You may not post content that:

- Is not your own original creation or that you do not have permission to use (keep in mind that just because something on the internet does not have a copyright notice on it doesn’t mean you can use it without permission);
- Infringes the copyright, trademark, patent right, or other proprietary right of any person or that is used without the permission of the owner;
- You know to be inaccurate;

- Is pornographic or obscene, including any images, photos, or videos (real or digitally created) that show sexual intercourse, oral sex, genitals or details of full buttocks, or female nipples (other than those showing women breast feeding or post-surgery scarring);
- Shows naked or partially naked children or depicts sexual content involving minors;
- Threatens to post intimate identifiable images, photos, or videos of others without their consent;
- Encourages or urges others to commit self-injury or suicide;
- Provides or links to material that exploits people in a sexual, violent or other illegal manner or that contains graphic images, photos or videos intended for sadistic pleasure or to glorify violence;
- Solicits personal information from anyone under the age of 18;
- Violates the rights of privacy or publicity of any person;
- Is harassing, libelous, slanderous, or defamatory;
- Contains video, audio photographs, or images of or any personally identifying information about any person without their consent or about any person who is a minor;
- Offers sexual services, the buying or selling of firearms and illegal or prescription drugs (even if it is legal in your region);
- May be deemed generally offensive to the community, including blatant expressions of bigotry, prejudice, racism, hatred, profanity or religious or political radicalism;
- Includes advertisements, promotions, solicitations, spam, or offers to sell any goods or services for any commercial purpose;
- Is off topic;
- Is intended to provide professional advice, including but not limited to, the provision of medical treatment, or legal, financial or investment advice;
- Impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
- Provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
- Is intended to solicit, recommend, endorse, or offer to buy or sell any securities or other financial instruments, tout stocks, or recommend that any particular security, portfolio of securities, transaction, or investment strategy is suitable for you or any specific person;

- Violates any local, state, federal, and/or international laws or regulations;
 - Promotes or provides instructional information about illegal or illicit activities, such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;
 - Disrupts the normal flow of dialogue, causes a screen to "scroll" faster than other users are able to type, or otherwise negatively affects other users' ability to engage in real time exchanges;
 - Solicits passwords or personal identifying information for commercial or unlawful purposes from other users or disseminates another person's personal information without his or her permission;
 - Publicizes or promotes commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes;
 - Contains software viruses or any other computer code, files, or programs designed to destroy, interrupt, or otherwise limit the functionality of any computer software, computer hardware, or other equipment; or,
 - Is intended to overwhelm, cause technical disruptions of or denial of service to our or our service provider's servers.
- C. We may remove or block any content that violates this Agreement or that we determine is otherwise not appropriate in our sole discretion.
- D. By using the Software or by posting or transmitting content on or through the Software, you:
- Represent and warrant that (i) all information that you submit upon creation of your account, including information submitted from any social media account, is accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, incomplete, misleading or false.
 - Represent and warrant that you are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize us and other users to use and distribute your content as necessary to exercise the licenses granted by you in this Agreement and in the manner contemplated by us and this Agreement.
 - Agree to and do hereby grant us and our licensors, affiliates, partners, successors and assigns, a nonexclusive, perpetual, irrevocable, worldwide, sublicensable, transferrable, royalty-free right and license to use, store, display, publish, transmit, transfer, distribute, reproduce, rearrange, edit, modify, aggregate, create derivative works

of and publicly perform the content that you submit or post via the Software for any purpose, in any form, medium, or technology now known or later developed. You also acknowledge that (i) we may have already created, or be in the process of creating, content that may be substantially similar to your ideas at the time you submit those ideas to us, and (ii) elements of your ideas may not be subject to protection under copyright laws. You also agree to and do hereby grant us a license to use your user name in connection with our use of any content you provide to us. You also consent to the display of advertising within or adjacent to any of your content. Any comments or materials you send to us, including feedback data, such as questions, comments, suggestions and any other response shall be deemed to be nonconfidential.

2. Digital Millennium Copyright Act (“DMCA”) Notice. If you believe that any content on the Software violates this Agreement or your intellectual property rights, you can report such violation to us in accordance with the Digital Millennium Copyright Act (17 U.S.C. §512).
 - A. In the case of an alleged infringement, in order for us to act you will need to provide us with the following information:
 - i. A description of the copyrighted work or other intellectual property that you claim has been infringed;
 - ii. A description of where the material that you claim is infringing is located on the Software (including which user and the content);
 - iii. An address, a telephone number, and an e-mail address where we can contact you;
 - iv. A statement that you have a good faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law;
 - v. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner’s behalf; and,
 - vi. Your electronic or physical signature, or that of the person authorized to act on behalf of the owner of the copyright or other right being infringed.
 - B. We may request additional information before we remove allegedly infringing material.
 - C. You may report a copyright violation by providing the above information to the designated agent listed below:

Global Conservation Corps, INC

Attn: Privacy
Address: 175 Laney Court, McDonough, Georgia 30252 USA
Email: info@globalconservationcorps.org

- D. We will terminate the User Account of any user who repeatedly submits content that violates our intellectual property policies. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had Content removed from the Software more than twice.
3. No Commercial Use by Users. The Software is for personal use only. Users may not use the Software or any content contained in the Software (including, but not limited to, content of other users, designs, text, graphics, images, video, information, logos, software, audio files and computer code) in connection with any commercial endeavors other than in connection with the Services, such as (i) advertising or soliciting any user to buy or sell any products or services not offered by us or (ii) soliciting others to attend parties or other social functions, or networking, for commercial purposes. We may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Software, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Software.
4. Cooperation with Law Enforcement and Government Agencies; Required Disclosures.
- A. You acknowledge that we have the right to investigate and prosecute violations of this Agreement, including intellectual property, publicity and privacy rights infringement and security issues, to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement. You acknowledge that we have no obligation to monitor your access to or use of the Software, but we have the right to do so for the purpose of operating the Software, to ensure your compliance with this Agreement or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental or regulatory body.
- B. You understand and agree that we may disclose your Personal Information (as defined in our Privacy Policy) if required to do so by law, court order, legal process, or subpoena, including to respond to any government or regulatory request, or if we believe that such action is necessary to (a) conform to the law, comply with legal process served on us or our affiliates or partners, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) to enforce this Agreement (including for billing and collection purposes), take precautions against liability, to

investigate and defend ourselves against any third-party claims or allegations, to assist government enforcement agencies, or to protect the security or integrity of our Software and Services; or, (c) to exercise or protect the rights, property, or the safety of us, our users or others.

5. Intellectual Property; Reservation of Rights. You acknowledge and agree that the Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Software under this Agreement, or any other rights thereto other than to use the Software in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. We and our licensors and service providers reserve and shall retain their entire right, title and interest in and to the Software, including all copyrights, trademarks, other intellectual property rights and all other rights therein or relating thereto, except as expressly granted to you in this Agreement. All rights not specifically granted herein are reserved by us.
6. Limitation of Liability. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, (A) IN NO EVENT SHALL WE BE LIABLE TO YOU WITH RESPECT TO (1) USE OF THE SOFTWARE, CONTENT OR SERVICES OR (2) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED US\$100.00, AND (B) IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE OR ANY SERVICES THAT THE SOFTWARE MAY DIRECT YOU TO, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OR CORRUPTION OF DATA, BREACH OF PRIVACY OR SECURITY, TRANSMISSION OF PERSONAL DATA, FAILURE OR MALFUNCTION OF YOUR MOBILE DEVICE, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OR PERSONS YOU MEET THROUGH THE SOFTWARE.
7. Warranty Disclaimer.
 - A. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DO NOT MAKE AND WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, AND UPDATES (AND ANY COPIES OF THE SAME), ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUSES OR MALWARE, AND WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

- B. You acknowledge and agree that neither we nor our affiliates and third party partners are responsible for and shall not have any liability, directly or indirectly, for any loss or damage, including personal injury or death, as a result of or alleged to be the result of (i) any incorrect or inaccurate Content posted using the Software, whether caused by users or any of the equipment or programming associated with or utilized in the Software; (ii) the timeliness, deletion or removal, incorrect delivery or failure to store any Content, communications or personalization settings; (iii) the conduct, whether online or offline, of any user; (iv) any error, omission or defect in, interruption, deletion, alteration, delay in operation or transmission, theft or destruction of, or unauthorized access to, any user or user communications; or (v) any problems, failure or technical malfunction of any telephone or other network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to users or to any other person's computer or device related to or resulting from viewing, uploading, or downloading materials in connection with the Internet and/or in connection with the Software.
- C. From time to time, we may make third party opinions, advice, statements, offers, or other third party information or content available through the Software. All third party content is the responsibility of the respective authors thereof and should not necessarily be relied upon. Such third party authors are solely responsible for such content. WE DO NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY CONTENT PROVIDED THROUGH THE SOFTWARE, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS IN THE SOFTWARE OR THE SERVICE. UNDER NO CIRCUMSTANCES WILL WE OR OUR AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED IN THE SOFTWARE OR THE SERVICE, OR TRANSMITTED TO OR BY ANY USERS. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE US FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO

NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE LIMITATIONS OR EXCLUSIONS ABOVE MAY NOT APPLY TO YOU OR THEY MAY BE LIMITED, BUT, IN SUCH A CASE, THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 16 SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "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."

8. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE AGAINST US OR OUR AFFILIATES, LICENSEES OR OTHER USERS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
9. Indemnification. You agree to defend, indemnify, and hold harmless (at our option) us and our employees, contractors, officers, directors and successors from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, expenses (including attorney's fees and costs) that arise from your use or misuse of the Software, violation of this Agreement or violation of any rights (including, but not limited to intellectual property rights, right of privacy, right of publicity, etc.) of a third party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate at your own expense in asserting any available defenses. Your indemnification obligations extend to any allegations of copyright infringement, violation of the Digital Millennium Copyright Act or other law based on your importation, exportation, manipulation, modification, distribution, sale or other use of text, still images, photos, images or photos, audio or video recordings, including any of the foregoing that have been digitally created or altered. You agree to cooperate with us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter (including settlement) subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.
10. Intellectual Property Rights. You and we acknowledge that, in the event of any third party claim that the Software or your use of the Software infringes any third party's intellectual property rights, we will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Should the Software

be found to infringe any intellectual property rights of a third party, your sole and exclusive remedy shall be either to cease using the Software or to use a noninfringing version of the Software should we choose to provide you with such a non-infringing version.

11. Product Claims. You acknowledge that we are responsible for addressing any claims of the end-user or any third party relating to the Software or your possession and/or use of the Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and, (iii) claims arising under consumer protection or similar legislation.
12. Proprietary Nature of Software and Trademarks. We own or are licensed to use the Software and any and all trademarks, service marks and content (other than Content) included in the Software. The Software may incorporate trademarks, service marks or other content in connection with the services it provides and such trademarks, service marks or other content remains at all times the property of its respective owners. You have no right or license with respect to any trademarks, service marks and other content owned by us or any third party that is visible on or provided to you through the Software.
13. Third Party Terms of Agreement. You agree to comply with all applicable third party terms of agreement when using the Software.
14. Governing Law. In order to assure consistency in the interpretation of this agreement, this Agreement is governed exclusively by the laws of the State of Georgia, without giving effect to its conflict of law rules. This Agreement is not governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. The parties further agree that the place of contract and performance of this Agreement is Georgia, USA. Subject to the Arbitration Agreement in Section 26 below, you consent to the exclusive venue and personal and subject matter jurisdiction in the courts of Atlanta, Georgia USA.
15. Waiver/Severability. The failure of us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement shall be construed as if such provision were not contained in this Agreement.
16. Assignment. Except to the extent such rights cannot be restricted by applicable law, you shall not assign, sublicense, convey or transfer (collectively, "Assign") this Agreement (whether by contract, merger or operation of law) without our prior written consent, and any such attempt by you to Assign any rights, duties, or obligations hereunder shall have no power or effect, and is subject to our right to immediately terminate this Agreement, the license granted hereunder, and your

access to your account. We may freely Assign this Agreement and any of your information, posts and content.

17. Mandatory Arbitration; Arbitration Agreement.

MANDATORY BINDING ARBITRATION

- A. All disputes, claims or controversies between the parties or arising from or relating to this Agreement (whether arising in contract, tort, by statute or otherwise) (“**Disputes**”), other than disputes regarding a breach of confidentiality, intellectual property rights, or other dispute for which equitable relief is sought, which may be brought in court as provided in Section 26.F, shall be exclusively resolved by binding arbitration under the then-applicable International Rules of the International Center for Dispute Resolution (“**ICDR**”). All Disputes shall be resolved by a single independent arbitrator with substantial experience in the area of international distribution relationships. The place of arbitration shall be Johannesburg, South Africa. The language of the arbitration shall be English. The award shall be a reasoned award and shall be rendered within eighteen (18) months of the commencement of the arbitration, unless such time limit is extended by agreement of the Parties or the arbitrator. Except as may be required by law, neither party nor its representatives may disclose the existence, content or results of any arbitration asserted hereunder without the prior written consent of the other party. Each party voluntarily and knowingly waives any right it may have to a jury trial. The arbitrators will not make any ruling, finding, or award that does not otherwise conform to the terms and conditions of this Agreement.
- B. The procedures specified in Section 26 will be the sole and exclusive procedures for the resolution of the Dispute between the parties; provided, however, that a party, without prejudice to the above proceedings, may file in court to seek a preliminary injunction or other provisional, injunctive or equitable judicial relief, if in its sole judgment such action is necessary to avoid irreparable harm or to persevere the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified in this paragraph. Either party may likewise seek interim relief and emergency measures of protection before the ICDR.
- C. All partial, interim and final awards can be confirmed and enforced in any court of competent jurisdiction. The substantially prevailing party shall be entitled to its attorney’s fees, costs and expenses on a full indemnity basis. The award will be decided by

applying the applicable law and the arbitrator is not empowered to issue an award or decide the arbitration based on the doctrines of amiable composition or the arbitrator's view of justice.

- D. Notwithstanding the foregoing in this Section 26, either party is free to seek equitable relief in a court having jurisdiction in the event of a breach or threatened breach of a party's obligations with respect to Confidential Information or intellectual property rights or your breach of its obligations under Sections 4 or 10.B.
- E. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of Johannesburg, South Africa, without regard to conflicts of laws principles. Where permitted pursuant to Section 26.D, the parties hereby consent to the exclusive personal and subject matter jurisdiction of the courts of Johannesburg, South Africa, with respect to any permitted legal action to enforce the terms and conditions of this Agreement or otherwise arising under or with respect to this Agreement. The prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses and costs.
18. Agreement. These Terms, including, but not limited to, the Privacy Policy (and updates to the foregoing), and any other terms agreed to by way of your express consent or your use of the Software shall constitute the entire and exclusive understanding and agreement between you and us regarding this subject matter, and shall supersede any and all prior or contemporaneous representations or understandings relating to this subject matter. In the event that any part of these Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration. The failure of us to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or our right to act with respect to subsequent or similar breaches. The headings of sections and paragraphs in these Terms are for convenience only and shall not affect its interpretation.
19. Notice. We may provide you with notices, including those regarding changes to this Agreement, using any reasonable means now known or hereafter developed, including, but not limited to, by email, regular mail, SMS, MMS, text message, messages to you in your account profile, or postings in the Software. Such notices may not be received if you violate this Agreement by accessing the Software in an unauthorized manner. You agree that you are deemed to have received any and all notices that

would have been delivered had you accessed the Software in an authorized manner.

20. Contact Information. Should you wish to contact us with any questions, complaints or claims with respect to the Software or the Services, our contact information is: Global Conservation Corps, INC, 175 Laney Court, McDonough, Georgia 30252 USA; info@globalconservationcorps.org.