

GLOBAL CHOICES TERMS OF USE

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1. Acceptance of Terms

Your use of the site, registration on the site, or use of this or any other Global Choices website, mobile app, online portal, electronic forms, surveys, and interactive exhibits managed by Global Choices (collectively the “Site”), constitutes your representation that you have read and expressly agreed to these Terms, including but not limited to Global Choices Privacy Policy, as amended from time to time.

If you do not agree to the Terms or if your jurisdiction will not honor them, please do not use and immediately exit the Site.

Users of this Site may be employees or other agents of entities, so reference to “you” means both: (1) any entity or individual that is your employer or for whom you act as agent, and (2) the “user” individually unless otherwise stated on the Site or in these terms.

Persons under 18 years of age are not authorized to use the Site without the express permission and consent of their parents or guardians. By using this Site, you represent that you are at least 18 years of age or have received the express permission and consent of your parents or guardians.

Subject to your compliance with these Terms, Global Choices permits you to access the Site solely for lawful purposes and only in accordance with the Terms and any other agreements you may enter into with Global Choices.

2. License to Use; Restrictions

The Site contains a variety of information, including (without limitation) news articles, reviews, directories, guides, texts, photographs, images, illustrations, audio clips, video, graphics, html, source and object code, trademarks, logos, messages, or other materials (“Content”) which is owned by Global Choices, its affiliated companies, or third parties credited as the owner of the Content. Much of the Content on the Site is not available for downloading, such as our copyrighted works that we do not distribute or works of others that we are not permitted to distribute. However, we may also have Content that if so designated may be downloaded by you pursuant to these Terms (“Available Content”). YOU MAY REVIEW, DOWNLOAD, COPY, DISTRIBUTE, AND USE AVAILABLE CONTENT SOLELY FOR THE PURPOSE OF FURTHERING YOUR MISSION IN THE COURSE OF YOUR GOVERNMENTAL OR CHARITABLE PURPOSE AND ATTENDANT OPERATIONS. YOU MAY NOT SELL THE AVAILABLE CONTENT OR OTHERWISE DISTRIBUTE IT FOR A FEE. YOU WILL NOT

USE OR DISCLOSE IT OR THE SITE TO ANY THIRD PARTIES EXCEPT AS EXPRESSLY PERMITTED BY THESE TERMS.

This Site is controlled by us from our offices within the United States of America. If you choose to access this Site from locations outside the U.S., you do so at your own risk and you are responsible for compliance with local laws. You may not use or export anything (including information) from the Site in violation of U.S. export laws, regulations, or the Terms.

3. User Accounts

Some areas of the Site may require you to complete a registration process or create a profile for use in applying for something. Completion of the process may involve creating an account with a user name and password or other identifier for which you agree to assume responsibility for taking reasonable steps to maintain as confidential information and to not share with others. You agree to provide accurate, current, and complete information at all times. You also agree that you will review, maintain, correct, and update such information in a timely manner to maintain its accuracy and completeness by using the means allowed for the relevant information or, when appropriate, by contacting us. You agree that we may take steps to verify the accuracy of information you provide, including contact information for a parent or guardian. If you provide (or Global Choices has reasonable grounds to believe that you provided) any information that is inaccurate, not current, or incomplete, Global Choices may suspend or terminate your access, application, grant, award, or participation in program, in addition to exercising all rights and remedies allowed by law.

You agree that all uses of the identifier established for you during a registration or similar process will be attributed to and legally bind you and may be relied upon by us and our agents, affiliates, and other third parties with whom we work in order to provide the Site, Content, services, or pursue our mission (including but not limited to our and their respective affiliates, officers, employees, and agents)(collectively “Third Parties”), as being a use made by you, even if someone else used your identifier.

4. Modification of Site/Amendment of Terms

The Site is provided as is and when available, and we may change all Content, functionality, and services in our discretion at any time. We may also do this for particular activities even if you have started to participate. We can change a job or award description at any time even if you have already applied, and not all jobs or awards may be posted at all or on the Site. We use various methods for pursuing our mission and they are not limited to the Site. We reserve the right to correct anything, including but not limited to, Content or assistance on the Site. We may correct, change, withdraw, or do anything else with a job or award description even if you have already taken action based on it.

You agree that from time to time we may alter (including adding or eliminating all or parts of

provisions) these Terms, including but not limited to the Privacy Policy (“Amendments”). Amended versions of these Terms will take effect on the date specified for the amended version (“Effective Date”) and will apply to all information that was collected before or after the Effective Date, including information in databases. You have no continuing right to use the Site, and each time you visit you will be subject to the version of the Terms in effect on your visit. These terms will change from time to time and the changes will be effective when they appear in a replacement version of these Terms as posted by us on the Site. No other Amendments will be valid unless they are in a paper writing signed by us and by you.

Each time you return to the Site, you are responsible for checking the effective date of the then posted version of these Terms - if it is later than the date of the version last reviewed, the Terms have been changed and the new version should be reviewed before using the Site. USE OF THE SITE AFTER THE EFFECTIVE DATE WILL CONSTITUTE YOUR CONSENT TO THE AMENDMENTS, SO IF YOU DO NOT WANT TO BE BOUND BY AN AMENDED VERSION, DO NOT USE THE SITE AND CEASE ALL USE OF THE CONTENT OR SERVICES.

5. Privacy Policy

Please refer to our Privacy Policy, which describes our practices and policies related to the collection, use, and storage of personal data. Do not provide personal data about others unless you are authorized or required to do so by contract or applicable law. You may provide personal data on behalf of another person if you have provided them a copy of this Policy and any applicable supplemental Privacy Policy and obtained their explicit consent. We may ask you to provide evidence of that notice and consent.

6. Infringement of Our Rights or the Rights of Others; Your Warranty

Our Site, including the Content, is protected by intellectual property laws and you agree to respect them. See the “Additional or Required Notices” section of these Terms for more information about our trademarks and copyrights. All rights not expressly granted to you are reserved. As for intellectual property rights of others, anyone who believes that their work has been infringed may provide notice to our copyright agent - see the Additional or Required Notices section of these Terms. It is our policy to terminate in appropriate circumstances any (if any) account or right of access for repeated infringement, and we also reserve the right to terminate for even one infringement.

7. Usage Rules

You may need a high speed Internet connection and/or minimum system and/or browser requirements to access and use certain parts of the Site. You are required to review the minimum requirements necessary for use of all or any part of the Site.

When you access the Site through a mobile network, your network or roaming provider's messaging, data, and other rates and fees may apply. Not all aspects of the Site may work or be available with your network provider or device.

You understand and agree that the Site is furnished for your personal, noncommercial use and is intended for informational and educational purposes only; the Content available does not constitute legal, financial, professional, medical, or healthcare advice or diagnosis and cannot be used for that purpose.

You agree not to knowingly or recklessly introduce a virus or other harmful component, or otherwise tamper with, impair, or damage the Site, or interfere with any person or entity's use of the Site.

YOU AGREE NOT TO RELY ON CONTENT OR ASSISTANCE FROM GLOBAL CHOICES AND TO DETERMINE ALL RELEVANT FACTORS ON YOUR OWN, INCLUDING (WITHOUT LIMITATION) ACCURACY, FUNCTIONALITY, QUALITY, RELIABILITY, AND OTHER RELEVANT FACTORS.

Any opinions, advice, statements, assistance, services, offers, or information expressed or made available by third parties, including users, are those of the respective author(s) or distributor(s) and not of Global Choices.

8. Feedback and Content; License to Global Choices

Your Feedback (as defined below) may allow us to better support, improve, and pursue our charitable mission. However, you agree that you will not supply Feedback that infringes or violates the rights of others, and you hereby grant a License to Global Choices in your Feedback. You agree that we have no obligation to pay you or anyone else for Feedback or for the License to Global Choices. "Feedback" means all remarks, data, suggestions, methods, surveys, reports, processes, and ideas (including patentable ideas) and other Content that you provide by using the Site or provide about it, Content, or any aspect of our mission or operations, whether provided to us or persons working with us or the Feedback, and whether provided through the Site or media such as a chat room, survey, report, grant, software tool, bulletin board, or otherwise.

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addition to any (if any) that you may be required to provide under any separate agreement between us and you.

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In addition to the rights above, you acknowledge and agree that we may keep Content indefinitely and disclose it for any purpose, including but not limited to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third parties; or (d) without undertaking a duty to do so, protect the rights, property, or personal safety of Global Choices, its users, and the public.

Global Choices respects the intellectual property rights of others and requests that Site users do the same. Anyone who believes that their work has been infringed under copyright law may provide a notice to the designated Copyright Agent for the Site containing the following:

1. An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the material that is claimed to be infringing and information reasonably sufficient to permit Global Choices to locate the material;
4. The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;

5. A representation 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;
6. A representation that the information in the notice 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.

Copyright infringement claims and notices should be sent in the following manner to:

Global Choices
Attn: Copyright Agent
245 Fox Run Drive
Carbondale, CO 81623

9. Indemnification

You agree to indemnify, defend, and hold harmless Global Choices and Third Parties from and against any and all losses, damage, liability, and costs of every nature incurred by any of them in connection with any claim, damage, or loss related to or arising out of the Content, use of the Site or related sites, any assistance or services provided by us or Third Parties, any alleged unauthorized use of the Site, or any breach or alleged breach by you of these Terms. You agree to cooperate fully in the defense of any of the foregoing. We reserve the right, at our own expense, to control exclusively the defense of any matter otherwise subject to indemnification by you and you will not settle any matter without our consent in a non-electronic record. Your obligation to indemnify, defend, and hold harmless shall be limited to the extent that you are afforded sovereign immunity under applicable federal, state, or local laws. In such cases where your obligation to indemnify may be limited due to the requirements of federal, state, or local laws, you shall be responsible for the ordinary negligent acts and omissions of your agents and employees causing harm to persons not a party to this agreement.

10 DISCLAIMERS AND LIMITATION ON LIABILITY

THE SITE AND ALL CONTENT, SITE FUNCTIONALITY, ASSISTANCE, AND SERVICES PROVIDED BY THE SITE, GLOBAL CHOICES, OR THIRD PARTIES (collectively "COMPLETE SITE") ARE SUBJECT TO CHANGE AND PROVIDED BY US OR THIRD PARTIES "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED.

THE COMPLETE SITE IS PROVIDED: (1) WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU; AND (2) WITHOUT ANY ASSURANCE, OR WARRANTY, CONDITION, OR

DUTY OF OR REGARDING FUNCTIONALITY; PRIVACY; SECURITY; ACCURACY; AVAILABILITY; LACK OF: NEGLIGENCE, INTERRUPTION, VIRUSES OR OF OTHER HARMFUL CODE, COMPONENTS, OR TRANSMISSIONS; OR THE NATURE OR CONSEQUENCES OF AVAILABLE CONTENT SUCH AS (WITHOUT LIMITATION) WHETHER SOFTWARE OR OTHER CONTENT IS SUBJECT TO ANY PARTICULAR LICENSE, OR WHETHER IT IS SUBJECT TO ANY RESTRICTIONS OR CONSEQUENCES THAT MIGHT BE TRIGGERED BY ANY EXERCISE OF A RIGHT GRANTED UNDER THESE TERMS.

ALSO, THERE IS NO WARRANTY BY US OR THIRD PARTIES OF TITLE OR AGAINST INFRINGEMENT OR INTERFERENCE WITH ENJOYMENT OF ANY ASPECT OF THE COMPLETE SITE. YOU AGREE THAT YOU WILL OBTAIN (INCLUDING THROUGH DOWNLOAD) ANY CONTENT ENTIRELY AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING INFRINGEMENT, BREACH OF CONTRACT, CONSEQUENCE, OR DAMAGE, INCLUDING (WITHOUT LIMITATION) TO YOUR COMPUTER SYSTEM OR LOSS OF DATA.

TO THE FULL EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER GLOBAL CHOICES NOR ANY OF THE THIRD PARTIES WILL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS, FOR LOSS OF PRIVACY OR SECURITY, FOR LOSS OF REPUTATION, FOR FAILURE TO MEET ANY DUTY, OR FOR ANY OTHER SIMILAR DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY ASPECT OF THE COMPLETE SITE OR TO ANY BREACH OF THESE TERMS (INCLUDING WITHOUT LIMITATION, THE PRIVACY POLICY).

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED TEN U.S. DOLLARS (US \$10.00). YOU AGREE THAT GLOBAL CHOICES WOULD NOT ENTER INTO THE TERMS WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. Linked Sites

Our Links to Other Sites: Our Site may contain links to Web sites of third parties. We provide these links as a convenience, but do not endorse the linked site or anything on it. While their information, products, and services may be helpful to you, they are independent entities and we do not control or endorse them. You agree that any visits to linked sites are at your own risk and governed by their privacy notices, statements or policies (if any).

Your Links to Our Site: You are not permitted to link or shortcut to our Site from your Web site, blog, or similar application without obtaining prior written permission from us.

12. Governing Law and Exclusive Jurisdiction

These Terms and your use of the Site are governed by and construed in accordance with the laws of the State of Colorado, U.S.A., without giving effect to any conflict of law principles. You agree and hereby consent that any action at law or in equity arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the state or federal court located in the City and County of Denver, Colorado, U.S.A. and you consent and submit to the personal jurisdiction of such courts for the purpose of litigating such action.

13. Legal and Other Notices

We and each of the Third Parties may deal with you electronically now and in the future in their respective discretion during the entire course of activities pursued with you, including but not limited to having you electronically sign documents and receive electronic notice. We and each of the Third Parties also reserve the right to deal non-electronically and require you to do so.

Notice to You: You agree that we may give all notices we are required to give you by positing notice on the Site or, if we have your email address, by sending notice by email at our discretion, including (without limitation), disclosures that we are required to give you, legal notices, notice of subpoenas, or other legal process (if any), and all other communications. When we communicate by email, we may use any email address you provide when communicating with us or that we otherwise have in our records, so only supply to us an email address at which you are willing to receive all communications, including “legal” or potentially sensitive communications such as information about a job or award. You agree to check for notices posted on the Site.

Global Choices will not give, sell, or otherwise transfer addresses maintained by it to any other party for the purposes of initiating, or enabling others to initiate, electronic mail messages except as authorized by law or appropriate Global Choices personnel or policies.

Notice to Us (Our Legal Notices Address): We receive many emails and not all employees are trained to deal with every kind of communication. Accordingly, you agree to send us notice by mailing it to the following (“Our Legal Notice Address”):

Global Choices
245 Fox Run Drive
Carbondale, CO 81623
Attn: Legal

14. Termination or Cancellation; No Continuing Rights

You have no continuing right to use the Site, and we may deny or suspend access, or terminate or cancel this agreement with or without cause and at any time and without prior notice. This is so

even if you elect to store documents on this Site such as your resume for use in a job application or an award application, so make your own copies of anything to which you want to ensure access. We may give notice of termination or cancellation in the same way that we may provide other notices.

Termination or cancellation will not eliminate the surviving provisions of these Terms (see “Entire Agreement; Miscellaneous”), and you will still be liable for obligations incurred before the agreement or access ended.

15. Intellectual Property Rights; Trademarks

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16. Entire Agreement; Miscellaneous

These Terms, including the Privacy Policy, Amendments, and any: (a) notices, terms, and items incorporated into any of them; (b) additional terms and conditions contained on the Site for particular activities or Content; and (c) our disclosures and your consents provided on or in connection with the Site or any Content, service, or other activity; constitute the entire agreement between you and Global Choices regarding the Complete Site or the subject matter of the foregoing (collectively, “Agreement”). If any provision of the Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining, provision.

The provisions of the Agreement which by their nature should survive the termination of this Agreement shall survive such termination, including but not limited to the provisions of this Section 16 and our rights under the Privacy Policy.

No waiver of any provision of this Agreement by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Time is of the essence of the Agreement and there are no third party beneficiaries of it.

You may not assign these Terms or any of your rights and obligations under these Terms without our prior written consent.