

# YOUTH FRONTIERS, INC.

## TERMS OF USE (Eff. 05/08/2019)

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### 1. Overview of our Terms of Use

These Terms of Use (“Terms”) govern the use of our website, youthfrontiers.org (“Site”), as well as other website content, products, goods, services, promotions, software, technology and any other materials that we may provide through the Site, as well as other services that link to, or contain references to, this document and are published or made available by Youth Frontiers, Inc. (“YF”, “we”, “us” or “our”) and our affiliates as applicable (all of the foregoing collectively referenced hereinafter as “Services”). Please read these Terms carefully. These Terms do not govern sites, applications, destinations, or services linked to from the Site or Services that we do not own or control.

You can access the Terms any time in the footer of the Site’s home page, via the menu button or on the Site description screen, or as otherwise indicated depending on the Services you are using. BY ACCESSING, VISITING OR USING THE SITE OR SERVICES, YOU CONSENT TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF THE SITE AND ANY OTHER OF THE SERVICES GOVERNED BY THESE TERMS. WE ADVISE THAT YOU PRINT OR RETAIN A DIGITAL COPY OF THESE TERMS FOR FUTURE REFERENCE.

In addition to reviewing the Terms, please also review our Privacy & Cookie Policy (“Privacy Policy”) and any other terms and conditions that may be posted elsewhere in the Site or otherwise communicated to our users through the Site or Services, because the Privacy Policy and all such other terms and conditions are also part of the Agreement between you and us.

Additional terms will apply to the purchase of any products or Services from us, and such will be provided during the purchase process (for example, if we are under contract with you to provide retreat services or you make a donation to us). Those terms may vary from the Terms provided herein.

IF YOU ARE UNDER 18 YEARS OF AGE, YOU MUST ACCESS AND/OR USE THE SITE AND/OR SERVICES ONLY WITH THE INVOLVEMENT OF YOUR PARENT OR GUARDIAN.

### 2. Changes to These Terms

We may in our sole and absolute discretion change these Terms or our Privacy Policy from time to time to comply with laws or to meet our changing business requirements. These revisions shall be effective for new users immediately upon being posted to the Services; however, for existing customers, the applicable revisions shall be effective 30 days after posting unless otherwise stated. If you do not agree with any of the changes, you must discontinue using any and all Services. By continuing to use our Site or any other of our Services after any changes are posted, you expressly accept any applicable changes.

Please note our employees, customer service representatives, or other agents are not authorized to modify any provision of these Terms, either verbally or in writing.

### **3. YF Intellectual Property; Limited License to the Services**

Our Site, Services, products, information and other content (“YF Works”) are intellectual property owned by YF and are protected by the copyright laws of the United States and other countries. These YF Works are provided to you under license pursuant to the following terms, unless otherwise indicated expressly and in writing; you do not acquire any interest in any of the YF Works other than the rights licensed to you by the terms below.

For any Services that enable you to access, view, download, share or use in any other fashion the YF Works only after you become validly authorized by us, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the specific YF Works **FOR YOUR PERSONAL, NON-COMMERCIAL USE ONLY**. None of these YF Works may be copied, shared, or distributed at any time except as expressly provided on the Site or Services (for example, permissible downloading or sharing of any informational materials).

Any use of the Site, Services and YF Works other than as specifically authorized by these terms, without our prior written permission is strictly prohibited and will automatically terminate the license granted herein without any further action by YF. Such unauthorized use may also violate applicable laws such as (but not limited to) copyright and trademark laws. This license is revocable at any time.

### **4. Trademark Notices**

The trademarks YOUTH FRONTIERS®, COURAGE RETREAT®, RESPECT RETREAT®, KINDNESS RETREAT®, TEACHER FRONTIERS®, YF™ and other website marks, graphics, logos, designs, page headers, button icons, scripts and service names that we use are trademarks or trade dress of YF in the U.S. and/or other countries. YF’s trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of YF. All other trademarks and logos on our Site or other of our Services are the property of their respective owners.

### **5. User Content; User Conduct**

You may only use the Site and other Services for lawful purposes, and you must not use them in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of any Services. In using any Services, and in particular, our Site, you expressly acknowledge you are prohibited from, and agree that you will not without our prior express written consent:

- i. copy, reproduce, or improperly use or access any content you access or obtain from the Site or the Services;
- ii. modify, distribute, re-post or sell any content you access or obtain from the Site or the Services;
- iii. circumvent or disable any content protection system or digital rights management technology used with any Services;
- iv. decompile, reverse engineer, disassemble or otherwise reduce any Services to a human-readable form;
- v. remove identification, copyright or other proprietary notices in or on the Services
- vi. use the content on our Site for any commercial exploitation whatsoever.

- vii. disrupt or interfere with the security of, or otherwise abuse, our Site, or any of our Services, system resources, accounts, servers, or networks connected to or accessible through the Site or affiliated or linked sites;
- viii. access content, data or portions of our Site that are not intended for you, or log onto a server or account that you are not authorized to access;
- ix. attempt to probe, scan, or test the vulnerability of the Services, including websites, applications, or any associated system or network, or breach security or authentication measures without proper authorization;
- x. access any Services or our website through any automated means, such as “robots,” “spiders,” or “offline readers”;
- xi. interfere or attempt to interfere with the use of our website or applications or the Services by any other user, host or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing";
- xii. use any data mining, “scraping”, web crawling, robots, or similar data gathering and extraction methods on our website;
- xiii. harass, “stalk”, disrupt or interfere with any other user's enjoyment of our website or affiliated or linked sites;
- xiv. post or submit any content or other data that is libelous, defamatory, threatening, obscene, invasive of privacy, abusive, illegal, objectionable, fraudulent or will otherwise violate the rights of third parties;
- xv. upload, post, or otherwise transmit through or on our Site any viruses or other harmful, disruptive, or destructive files;
- xvi. use, frame, or utilize framing techniques to enclose any YF trademark, logo, or other proprietary information (including the images found at our website, the content of any text, or the layout/design of any page or form contained on a page) without YF's express written consent;
- xvii. use meta tags or any other "hidden text" utilizing a YF name, trademark, or product name without YF's express written consent;
- xviii. deeplink to our Site without YF's express written consent;
- xix. create or use a false identity on our Site, share your account information, or allow any person besides yourself to use your account to access our Site;
- xx. harvest or otherwise collect information about YF users, including email addresses and phone numbers;
- xxi. download, “rip,” or otherwise attempt to obtain unauthorized access to any Services, content or other materials; and
- xxii. post any copyrighted material unless the copyright is owned by you or unless you have an express license from the copyright owner permitting such posting.

## **6. Content You Submit**

In the event that our Site permits submission of content (images, video, textual work, sound works, other data), you agree that any such submission will be in compliance with all terms herein. As to content that you have ownership of (“Your Content”), you grant YF and our affiliates a non-exclusive,

royalty-free, license to use, reproduce, publish, translate, distribute, broadcast and display Your Content throughout the world in any media. You also grant YF and our affiliates a right to adapt or modify such content as needed for certain display or broadcast reasons (for example, modification or re-sizing of images or video for a mobile browser or for accessibility reasons). We will not sell, or create derivative works from, Your Content without your express permission. You grant YF and our affiliates the right to use the name you submit in connection with Your Content, if we so choose.

Any content that you submit to us for our use in the delivery of products or professional services (for example, product development or sales) will be governed by separate terms between us.

## **7. Third Party Links and Services**

Our Site and Services may contain links to other websites or services. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We have not necessarily reviewed the information on those other sites and are not responsible for the content of those other sites or any products or services that may be offered through other sites. Inclusion of links to other sites should not be viewed as an endorsement of the content of linked sites. Further, your dealings with any third parties found on or through the Site or Services, the purchase of goods or services, and any terms, conditions, warranties or representations associated with such activities, including privacy terms, are solely between you and the third party. You agree that YF will have no liability for any loss or damage of any kind incurred as a result of any activities you undertake in connection with the use of or reliance on any content, goods, services, information or other materials available, or through such third parties, through the Site or Services.

## **8. Privacy & Cookie Policy**

As noted elsewhere herein, the data that we obtain from you through your use of any of the Services, is subject to our Privacy & Cookie Policy ("Privacy Policy"). The Privacy Policy can be viewed on our [Privacy Policy page](#). The Privacy Policy contains terms and conditions that govern our collection and use of the information you provide to us, including our respective rights relative to that information. Please review the applicable Privacy Policy before you use the Services. **If you are unwilling to accept the terms and conditions of the Privacy Policy, please do not use our Services.**

## **9. Releases**

You hereby release and discharge YF and any affiliates from any and all claims, suits, rights of action, losses, charges, damages, demands, debts or causes of action, in law or in equity, that you have, or may come to have, against the YF Affiliates, arising out of, or relating to, your use of the Services. You understand and agree that this Release is a condition precedent to your access to the Services. You acknowledge that you are aware of Section 1542 of the California Civil Code, which provides that "a general release does not extend to claims which the creditor [or claimant] does not know or suspect to exist in his/her favor at the time of executing the release, which, if known by him/her, must have materially affected his/her settlement with the debtor [or opposing party]." Nonetheless, it is your intent to release YF and the YF Affiliates, fully and finally. You hereby waive any benefits you may have pursuant to California Civil Code Section 1542 to the fullest extent permitted by law and assume the risk of any and all claims against YF and the YF Affiliates, or any of them, which you do not know or suspect to exist whether through ignorance, oversight, error or otherwise.

## **10. Limitation of Liability**

YOU UNDERSTAND AND AGREE THAT YF IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE

SERVICES, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE RESULTING FROM: (1) THE USE OF, OR THE INABILITY TO USE, THE SITE OR SERVICES, (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS, (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA USE,(4) THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR IN OUR SITE OR OTHER SERVICES, (5) RELIANCE ON CONTENT OR USER CONTENT OR POSTINGS ON OR IN OUR SITE OR SERVICES, OR (6) ANY OTHER MATTER RELATING TO OUR SITE OR SERVICES. THESE LIMITATIONS WILL APPLY WHETHER OR NOT YF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT AS REQUIRED BY THE INDEMNITY PROVISIONS HEREIN, IN NO EVENT WILL YF'S DIRECT LIABILITY HEREUNDER EXCEED \$100.00.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **11. Indemnification**

You agree to indemnify, defend and hold harmless, YF and our affiliates, our officers, directors, employees, contractors, agents, licensors and suppliers, from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from any violation or breach of these Terms of Use. If you cause a technical disruption of any of our Services, or the Site or the systems that the Services or Site are hosted on, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption.

#### **12. International Users**

Our website is controlled, operated, and administered by YF from its offices within the United States of America. We recognize that it is possible for you to obtain access to the Services and Site from any jurisdiction in the world, but we have no practical ability to prevent such access. The Services and Site have been designed to comply with the laws of the State of Minnesota and of the United States. YF makes no representation or warranty that the materials contained within our website are appropriate or available for use at other locations outside of the United States, and access to them from territories where the contents or products available through the website are illegal is prohibited.

By accessing or otherwise using the Site and Services, you represent and warrant that: (a) your access to and use of the Services, or any content or software therein, will comply with any and all requirements in these Terms; (b) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a terrorist supporting country, and that you are not listed on any U.S. government list of prohibited or restricted parties; and (c) you will comply with all applicable local, national, and international laws, rules, regulations and ordinances in connection with your use of any of our Site or Services.

Privacy provisions applicable to persons in the EU may be found in our Privacy Policy.

#### **13. Governing Law; Dispute Resolution**

As the Services and Site are controlled by YF from Minnesota, you agree that Minnesota and U.S. law will apply regardless of your residence or the location where you use the Site and Services. You irrevocably

consent to the jurisdiction of the state and federal courts located in Hennepin County, Minnesota for any action to enforce these Terms of Use.

**14. Limitation of Actions Brought Against YF**

You agree that any claim or cause of action arising out of your use of the Services or these Terms must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by YF to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver of that right or provision.

If you have any questions or concerns with respect to the Site, Services or these Terms, you may contact a representative of YF at

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