

Terms of Use

Effective as of December 9, 2019

Seat at the Table (the “Program”) is a virtual community where youth meaningfully interact, share stories, and form bonds across distance and difference. Small groups of peers (ages 16 to 19) from around the world come together for an hour-long, face-to-face virtual conversation to discuss their daily lives, hobbies, interests, identities, cultures, misconceptions, and what it means to be part of our ever-changing world.

These Terms of Use (“Terms”) govern your participation in the Program. Please read them carefully. By joining the Program, you agree to the Terms. Of course, if you don’t agree with the Terms, then don’t join the Program.

1. Your Agreement with Global Nomads Group (“GNG”)

- a. By participating in the Program, you state that: (i) you are not under the age of 13 (as no one under 13 is allowed to participate in the Program), (ii) you are not a person who is barred from participating in the Program under the laws of the United States or any other applicable jurisdiction, and (iii) you will comply with these Terms and any and all applicable local, state, national, and international laws, rules, and regulations.
- b. You agree to comply with the GNG’s House Rules available below (the “House Rules”), which are incorporated herein by this reference and which may be updated from time to time.
- c. The Program as well as your participating in the Program are subject to the privacy policy available [here](#) (the “Privacy Policy”). By participating in the Program, you agree that GNG can collect, use, and share your information consistent with such Privacy Policy.

2. Registration and Participation

- a. You must provide true, accurate and complete registration information when you register to join the Program.
- b. As part of the Program you may be provided with links to other websites or access to third-party content, resources, software, services or features, including services we jointly offer with such third-party (collectively, “Third-Party Services”). In particular, table conversations as part of the Program are currently hosted on a third-party web conferencing platform and are scheduled using a third-party scheduling tool. You acknowledge and agree that GNG is not responsible for the availability of any Third-Party Services, and does not endorse any advertising, products or other materials available from such Third-Party Services. Note that if you use a Third-Party Service, the terms of such respective service will govern the relationship between you and the third party offering such Third-Party Services.
- c. Currently, neither we nor any of the Third-Party Services require you to create an account in order to participate in the Program. Each table conversation has a unique link that will be provided prior to your table event and you simply need to click the link in order to access your conversation. If an account is or will be required in connection with your participation in the Program, you are responsible for maintaining the secrecy and security of your password and for any activity that occurs in your account. If you suspect or become aware of any unauthorized use of your account, you agree to notify GNG immediately.
- d. You acknowledge and agree that GNG is not responsible or liable for any loss or damage which may be incurred by you as a result of action taken under the third party’s terms, or as a result of any reliance placed by you on the content, availability, completeness or accuracy of such Third-

Party Service or that of the advertising, products or other materials available from such Third-Party Services.

- e. Subject to the Terms, registration and participation in the Program is provided to you free charge.

3. License from You

- a. You may choose, or we may invite you to submit comments or feedback about your experience as part of the Program, including about how to improve the Program (“Feedback”). By submitting any Feedback, you agree that your disclosure is gratuitous and without restriction and will not place GNG under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you.
- b. You agree that GNG may use excerpts or quotes from your table conversation on an anonymized basis, or in conjunction with your first name only, in testimonials, presentations and marketing materials for the purpose of advertising or publicizing the Program.

- 4. **Copyright Policy.** It is GNG’s policy to comply with the requirements set forth in the Digital Millennium Copyright Act. As part of the Program, you may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. GNG may suspend or terminate your participation in the Program upon GNG becoming aware of any infringing materials or upon receipt of any notice alleging that you may be infringing another person’s copyright. Please contact us immediately if you believe that anything distributed as part of the Program infringes a copyright that you own or control.

- 5. **Proprietary Rights.** You acknowledge and agree that GNG (or GNG’s licensors, as applicable) own all legal right, title and interest in and to the Program, any content that GNG makes available to you in connection with the Program and GNG’s trade names, trademarks, service marks, logos, and domain names associated or displayed in connection with the Program, including, in each case, any intellectual property rights thereto.

6. Modification and Termination of the Program

- a. GNG is constantly improving the Program in order to provide you with the best possible experience. You acknowledge and agree that the form and nature of the Program may change at any time, without prior notice to you. Such changes to the Program may include changes to the Program’s format, features, schedule, participation requirements and any other modifications or enhancements as well as the suspension or termination of the Program altogether.
- b. You agree that GNG, in its sole discretion and for any or no reason, may terminate or suspend participation in the Program. You acknowledge and agree that any termination or suspension of your participation in the Program may be without prior notice, and you agree that GNG will not be liable to you or any third party for such termination. This means that we may stop your participation in the Program or impose new or additional limits on your ability to participate in the Program.
- c. If an account is or will be required in connection with your participation in the Program, you are solely responsible for maintaining, retaining backup copies and exporting your content from such account prior to its termination for any reason, provided that if we terminate your account, we will provide you a reasonable opportunity to retrieve and export your content.
- d. Upon any termination of the Program or your account, these Terms will also terminate, but Sections 2(d), 3, 5, 6(d) and 7-11 shall survive and continue to be in effect and full force.

- 7. **Indemnification.** You agree, to the extent permitted by law, to indemnify, defend, and hold harmless GNG, our affiliates, directors, officers, stockholders, employees, licensors, and agents from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys’ fees) due to, arising out of, or relating in any way to: (a) your participation in the

Program; (b) your breach of these Terms or your infringement or violation of other participants' rights; and (c) your violation of applicable laws, rules or regulations.

8. **DISCLAIMERS**

- a. THE PROGRAM IS PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE PROGRAM WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY; (B) THE PROGRAM WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN THROUGH THE PROGRAM WILL BE TIMELY OR ACCURATE. PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE RISK.
- b. GNG TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER PARTICIPANT, OR A THIRD PARTY CREATES, POSTS, SENDS, RECEIVES OR DISTRIBUTES IN CONNECTION WITH THE PROGRAM. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH GNG WILL BE RESPONSIBLE FOR.

9. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, GNG AND OUR MANAGING MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, LICENSORS, AGENTS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR PARTICIPATION IN THE PROGRAM; OR (B) THE CONDUCT OR CONTENT OF OTHER PARTICIPANTS OR THIRD PARTIES MADE AVAILABLE TO YOU IN CONNECTION WITH THE PROGRAM, EVEN IF GNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GNG'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE PROGRAM EXCEED THE GREATER OF \$100 USD OR THE AMOUNT YOU PAID GNG, IF ANY, IN THE LAST 12 MONTHS.

10. **Changes to the Terms.** GNG may make changes to the Terms from time to time. If we change the Terms in any substantive manner, we will give you at least seven (7) days' notice before the changes take effect, during which period of time you may reject the changes by terminating your participation in the Program (and, if applicable, terminating your account). You understand and agree that if you participate in the Program following the date on which the change of Terms takes effect, GNG will treat your use as acceptance of the updated Terms.

11. **Miscellaneous**

- a. These Terms (together with the House Rules and Privacy Policy) make up the entire agreement between you and GNG, and supersede any prior agreements.
- b. If we do not enforce a provision in these Terms, it will not be considered a waiver.
- c. You may not assign or transfer any of your rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of GNG, and any such assignment shall be null and void.
- d. These Terms do not create or confer any third-party beneficiary rights.
- e. GNG reserve all rights not expressly granted to you.
- f. You agree that GNG may, from time to time, provide you with notices, including those regarding changes to the Terms, by email or postings on the Program's website. By providing GNG with

your email address, you consent to GNG using such email address to send you any notices, including such notice as required by applicable law.

- g. GNG shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.
- h. Except to the extent they are preempted by U.S. federal law, the laws of the State of New York, other than its conflict-of-laws principles, govern these Terms and any claims and disputes (whether contract, tort, or otherwise) arising out of or relating to these Terms or their subject matter. You and GNG agree that all claims and disputes (whether contract, tort, or otherwise), including statutory claims and disputes, arising out of or relating to the Terms will be litigated exclusively in the state or federal courts located in the State of New York.
- i. If you are located in the United States, You agree to resolve disputes only on an individual basis. YOU EXPRESSLY WAIVE ANY RIGHT TO BRING ANY ACTION, LAWSUIT, OR PROCEEDING AS A CLASS OR COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER PROCEEDING IN WHICH ANY PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.
- j. If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions.

The House Rules

Your participation in the Program is subject to these house rules which operate as GNG's acceptable use policy (the "Rules"). GNG reserves the right to terminate or suspend, at its sole discretion, your participation in the Program and access to all future table conversation (and if applicable, your account) if you are found to be in violation of these Rules. We may change the Rules at any time. It is your responsibility to keep with and adhere to the Rules. All capitalized terms used herein shall have the meaning stated in the Terms, unless stated otherwise.

All table conversations are youth-led and the Program's community is youth-governed based on our community norms, including those detailed in these Rules. All conversations are recorded for safety and security purposes. A webcam and internet are required to participate in seat at the table. Each virtual conversation is 1 hour. An additional 30 minutes prior to conversations should be reserved to review resources.

You agree not to:

- post, stream, share or transmit videos of any kind, without GNG's prior written approval;
- post, stream, share or transmit any content, including live video, that violates these Rules, in GNG's sole discretion (including any content which infringe or violates any intellectual property rights of others);
- violate, or encourage the violation of, the legal rights of others;
- violate the privacy of others or distribute confidential or personal information of others;
- misrepresent your identity or affiliation with any entity or organization, or impersonate any other person;
- engage in, promote or encourage illegal activity, violence or any activity that violates the Terms;
- do anything that threatens, exploits or otherwise harms children;
- engage in any activity that is harmful, obscene, or indecent (e.g., displays of nudity, violence, pornography, sexually explicit material, or criminal activity);
- engage in any activity that is invasive, infringing, defamatory, harassing, threatening, abusive, fraudulent or misleading;
- distribute or upload viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- solicit login credentials from another participates, including by way of phishing;
- disable, interfere with, disrupt, negatively affect, or inhibit other participates from fully enjoying the Program, or engaging in a manner that could damage, disable, overburden, or impair the functioning of the Program; or
- generate, distribute or publish unsolicited mass email, promotions, advertisings or other solicitations or spam.

The Program is designed to be a welcoming community where everyone is invited to be themselves. As such, bullying, offensive language, and any other inappropriate or disrespectful behavior, including such behavior prohibited by the Rules, will not be tolerated. If at any point in your table conversation you feel unsafe, please leave the conversation and contact us immediately at satt@gng.org.