

COMMUNITY LAB TERMS OF USE AGREEMENT

Community Lab, Inc. ("Community Lab"), a non-profit organization, has created and maintains [www.\[redacted\].com](http://www.[redacted].com) and other websites (the "Site") in support of its mission to build high quality, sustainable systems which meet the health, education and nutrition needs of communities around the world. Community Lab's vision is to build community-based systems that are globally connected, locally adapted and available to all. Community Lab will provide the Site for individuals to obtain information about Community Lab, as well as to participate in social networking and forum discussions related to Community Lab's mission ("Forums"). One potential purpose of the Site is for individuals to become volunteers of Community Lab. Access to and use of the Site, its images and text files and data is subject to the following terms and conditions ("Terms and Conditions") and all applicable laws.

TERMS AND CONDITIONS

By accessing, browsing, contributing to or otherwise using the Site, you ("You") accept, without limitation or qualification, the Terms and Conditions and other notices and acknowledge full and complete acceptance of these terms:

- (1) **Acceptance.** These Terms and Conditions govern Your use of the Site and is a legal contract between You and Community Lab. These Terms and Conditions apply to all users of the Site, including uploading any content or materials on the Site.
- (2) **Registration.** In consideration of Your access to and use of the Site, You are required to create an account in which You will have to provide personal information, including email address and password, which is used to protect the account from unauthorized access. Registration will be necessary to participate and view the Forums as well as to post Your Content, as defined below. You agree to provide accurate, current and complete information. Community Lab reserves the right to use Your email for administrative purposes as well as to send information about Community Lab and to notify You of any major changes to the Site.
- (3) **Registration Obligations.** You are responsible for all use of the account and for any actions that take place using the account, whether by You or a third party. If you are aware of any illegal or improper activity on the account, it is Your responsibility to inform Community Lab. You agree not to gain unauthorized access to the Site, or any account, computer system or network connected to this Site.
- (4) **Your Content.** You may post comments, upload photographs, images or videos to the Forums, submit suggestions, ideas, questions or other information ("Your Content"). When posting on the Forums or otherwise, you agree to be as clear as possible in your title and topic message as to what you are posting about. All Topics should be relevant to the volunteer-oriented mission of Community Lab and You agree to stay on topic and not to post anything not in accordance with this standard. In addition, You agree to engage in constructive dialogue and civil conversation. Community Lab does not assert any ownership over Your Content; rather, subject to the rights granted to Community Lab in these Terms

and Conditions, You retain full ownership of all of Your Content and any intellectual property rights or other proprietary rights associated with Your Content.

- (5) **License Grant.** You irrevocably grant Community Lab a non-exclusive royalty free, perpetual, irrevocable and fully sublicenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display Your Content throughout the world, in all languages and in all media now in existence of hereafter developed.

You agree that the license contained herein is assignable, transferable and/or sublicenseable by Community Lab in its sole discretion.

- (6) **Name.** You grant the right to use the name/organizational name that You submit in connection with Your Content at Community Lab's sole discretion in support of its mission.

- (7) **Intellectual Property Rights.** The content included in this Site, including graphics, logos, designs, images, or software is the property of Community Lab or its content suppliers and protected by the United States and international copyright laws. The compilation of all material on this Site is also the property exclusively of Community Lab. Any and all graphics, logos, page headers, button icons, scripts and service names are trademarks or trade dress of Community Lab in the United States. You may not distribute or resell the Site or its contents, any collection and use of any content, any derivative use of this Site or its content.

You warrant and represent that you own or otherwise control all of the rights to Your Content posted on the Site and that Your Content does not infringe the rights of third parties including, but not limited to, copyright, trademark, patent, trade secrets, or other proprietary information or derivative works therewith, and to the best of their knowledge, all Your Content is accurate and does not contain falsehoods, errors or omissions.

Furthermore, You may not use any meta tags or any other text utilizing Community Lab's name or trademarks without the express written consent of Community Lab. You may not use any Community Lab logo or other proprietary graphic or trademark whatsoever without the express written consent of Community Lab.

- (8) **Restrictions on Use.** You agree NOT to:

- a) Submit or post anything that is unlawful, threatening, abusive, libelous, defamatory or indecent information of any kind, including conduct that would constitute a criminal offense, give rise to civil liability or violate any local, state, national or international law or otherwise cause injury of any kind;
- b) Submit or post anything that consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailing, or any form of "spam."
- c) Instigate or encourage others to commit illegal activities or cause injury or property damage to any person. You are solely responsible for any injury caused;
- d) Reproduce, duplicate, display, publish, distribute, transmit, modify, repost, copy, sell, resell, visit, create derivative works from, or otherwise exploit the Site or any content on

the Site for any purpose whatsoever, except Your Content may be used by You for personal use.

- e) Circumvent, disable or interfere with security-related features of the Site or features that prevent or restrict use or copying of any content on the Site, whether posted by You or by other users of the Site or enforce limitations on use of the Site;
- f) Act in a manner that is hateful or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as reasonably determined by Community Lab;
- g) Stalk or otherwise harass anyone and/or post pornographic or indecent materials or otherwise post anything inflammatory, vulgar or overtly insulting;
- h) Post links to external websites, unless integral to the conversation;
- i) Obtain any materials through any means not intentionally made available through the Site;
- j) Upload infringing content, download or distribute any materials unless expressly authorized, or publicize any copyrighted works on or from the Site or otherwise facilitate the unlawful distribution of copyrighted content; and
- k) Make any defamatory or libel comments or otherwise violate anyone's rights in their name or likeness or use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity.

(9) **Content Removal or Rejection.** You agree that Community Lab may edit, remove or decline to post, any of Your Content in its sole discretion that does not comport with its mission. Community Lab has a right, but no obligation, to monitor and edit or remove any and all of Your Content, but Community Lab takes no responsibility and assumes no liability for any of Your Content posted by You or any third party.

(10) **Account Termination.** Community Lab reserves the right to cancel Your account for any reason whatsoever at any time without prior notice and at its sole discretion, including, but not limited to, for violations of the Terms and Conditions, violations of third party intellectual property rights, or for any interference with the ability of others to enjoy the Site in any way as determined by Community Lab.

(11) **Disclaimer.** The views and ideas expressed on the Site are not necessarily the views and ideas held by Community Lab or its directors, executives, staff, members, volunteers or agents. Community Lab is providing hosting for Your Content and does not take responsibility, nor endorse or support the writings or views of Your Content, unless otherwise specifically noted therein. Community Lab makes no representations or warranties of any kind, express or implied, as to the operation of this Site or the information, content or potential forum discussions included on or otherwise made available.

(12) **Modifications.** Community Lab may, in its sole discretion, modify or revise these Terms and Conditions at any time, and You agree to be bound by such modifications or revisions. If Community Lab does so, Community Lab will post the changes to the Terms and Conditions on the Site and will indicate at the top of the Terms and Conditions the date these terms were last revised. It is Your responsibility to regularly check the Site to determine if

there have been changes to the Terms and Conditions and to review such changes. If You do not agree to any of these terms, You should not use the Site.

- (13) **Indemnity and Release.** You agree to indemnify, defend, and hold Community Lab, its respective agents, employees, volunteers, licensees and assigns harmless from all claims, causes, allegations, costs, expenses, fees (including reasonable attorneys' fees), judgments, liabilities, losses and damages arising from or relating to Your Content. In addition, You expressly release Community Lab, its respective agents, employees, volunteers, licensees and assigns from any and all claims arising out of dissemination of Your Content or use in any way permitted under these Terms and Conditions. This defense and indemnification will survive these Terms and Conditions and Your use of the Site.
- (14) **No Community Lab Liability for Damages.** Use of and browsing the Site is at Your own risk. Neither Community Lab nor any other party involved in creating, producing, delivering or maintaining the Site is liable for any direct, incidental, consequential, indirect or punitive damages arising out of Your access to, or use of the Site. Without limiting the foregoing, all content on the Site are provided "AS IS" WITHOUT A WARRANTY OF ANY KIND, NEITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. Community Lab assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, users' computer equipment or other property on account of users' access to, use of, contribution to, or browsing in any content of the Site. Nothing in this Terms and Conditions shall be deemed to confer any third party rights or benefits.
- (15) **Applicable Venue.** By visiting the Site, You agree to resolve all claims or disputes in the courts of the State of [], and expressly submit to exclusive jurisdiction and venue in such courts.
- (16) **Take Down Procedure:** Community Lab complies with all applicable United States intellectual property law and with the Digital Millennium Copyright Act ("The DMCA"). Accordingly, Community Lab follows a take-down procedure for any purported intellectual property infringement. Under this policy, if You believe that any of Your Content has been infringed, You should report it to Community Lab at []. Community Lab will investigate the matter and, after such investigation and in its discretion, Community Lab will promptly remove the content from the Site.