

TERMS AND CONDITIONS

Welcome to the Website of Kids for Global Peace, Inc. Kids for Global Peace is hereinafter referred to as "KFGP" and the KFGP Website is hereinafter referred to as "the Website" in the following):

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE KFGP WEBSITE. YOUR USE OF THE KFGP WEBSITE SIGNIFIES YOUR AGREEMENT TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE KFGP WEBSITE.

1 - Ownership

Except as otherwise provided in these Terms of Use, KFGP is the copyright owner of the KFGP Website. All content and materials on Website, including but not limited to, video, audio, photographs, text, images, data, logos, trademarks, service marks, domain names, trade dress, and other intellectual property related to KFGP, is owned by or licensed to KFGP. Any and all use of KFGP content should be in accordance with fair use principles under copyright law. In the event that we offer downloads of software on the Website, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") is licensed to you by us or third-party licensors for your personal, non-commercial home use only. KFGP does not transfer title to the Software to you. You may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.

2 - User Content

Some services or features allow you to upload, publish, publicly perform, or display (hereinafter, to "post") content on the Website, including, without limitation, text, video, audio, images, photographs, music, data, multimedia, messages, announcements, documents, comments, and any and all other information and material you may post to the Website (collectively, "User Content"). You are solely responsible for any and all User Content that you post to the Website. We reserve the right, but disclaim any obligation or responsibility, to (a) delete, remove and/or refuse to post any User Content, without notice, for any or no reason; and (b) identify any user to third parties and/or disclose to third parties any User Content or personally identifiable information when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Use and/or protect the safety or security of any person or property, including the Website. You are solely responsible for creating backup copies of any User Content you post to the Website. By posting User Content to any part of the Website, you automatically grant, and you represent and warrant that you have the right to grant to KFGP an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, display, reformat, translate, excerpt (in whole or in part), create derivative works of, and distribute such User Content for any purpose.

When you post User Content to the Website, you represent and warrant that the User Content and

your communication thereof conforms to the Rules of Conduct (set forth below in Section 9, below) and other requirements of these Terms of Use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to post such User Content.

3 - Public Forums

"Public Forum" means an area, service, or feature offered as part of any Site that allows users the opportunity to post User Content for viewing by Site users, including, without limitation, chat areas, blogs, comments, message boards, interactive pages, messaging, social community environments and profile pages. You acknowledge that Public Forums offered on the Website are for public and not private communications, and you have no expectation of privacy with regard to any User Content posted to a Public Forum. We do not guarantee the security of any information you disclose through the Website; you make such disclosures at your own risk.

You are and shall remain solely responsible for all User Content posted on the Website under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting same. We have no duty to monitor any Public Forum but reserve the right to do so at any time for any or no reason. You acknowledge that your posting of any User Content in a Public Forum is at your own risk.

We are not responsible for, and do not endorse, the opinions, advice, or recommendations posted or sent by users in any Public Forum and we specifically disclaim any and all liability in connection therewith.

4 - Rules of Conduct

The following Rules of Conduct apply to the Website. By using the Website, you agree that you will not post any User Content nor engage in any activity on any Site that:

- (a) is defamatory, libelous, abusive, harassing, threatening, or an invasion of a right of privacy of another person;
- (b) is bigoted, hateful, or racially or otherwise offensive;
- (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or otherwise harms or can reasonably be expected to harm any person or entity;
- (d) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them;
- (e) infringes or violates any right of a third party including, without limitation,
 - (i) copyright, patent, trademark, trade secret or other proprietary or contractual rights;
 - (ii) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or
 - (iii) any confidentiality obligation;
- (f) is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
- (g) contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Website or any connected networks, or otherwise interferes with any person or entity's use or enjoyment of the Website;
- (h) does not generally pertain to the designated topic or theme of the relevant Public Forum;
- (i) violates any specific restrictions applicable to a Public Forum, including without

- limitation, its age restrictions and procedures;
- (j) or is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet.

KFGP does not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of these Terms of Use. You hereby assume all risk of harm or injury resulting from any such lack of compliance.

5 – Claims of Copyright Infringement

If you believe in good faith that your copyrighted work has been used on the Website without authorization in a way that constitutes copyright infringement, please provide our designated copyright agent with the following information:

- (a) identification of the copyrighted work claimed to have been infringed;
- (b) identification of the allegedly infringing material on the Website that is requested to be removed;
- (c) your name, address and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;
- (d) a statement that you have a good-faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
- (e) a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;
- (f) and an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Our copyright agent for notice of claims of infringement on the Website is:
info@kidsforglobalpeace.com

This contact information is only for suspected copyright infringement. Contact information for other matters is provided elsewhere on the Website. We will remove any content that infringes upon the copyright of any person under the laws of the United States upon receipt of such a statement (or any statement in conformance with 17 U.S.C. § 512(c)(3)), and, in our sole discretion, reserve the right, but not the obligation, to terminate the Website privileges of those who infringe on the copyright of others. United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.

6. User Accounts

Some services or features on the Website permit or require you to create an account to participate or gain access. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by the KFGP registration processes. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to promptly notify KFGP at gordon@kidsforglobalpeace.com of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to any Site.

We may suspend or terminate your account and your ability to use the Website or portion thereof for failure to comply with these Terms of Use or any special terms related to a particular service or feature for any reason whatsoever.

7 – Children Under 14

The Children's Online Privacy Protection Act of 1998 (COPPA) governs how information is gathered online and how it is used when communication is received from children under the age of 13. Although KFGP is a non-commercial, non-profit organization and is not subject to COPPA, we take children's privacy and safety very seriously. We do not request, seek or intentionally collect personal information from children under the age of 13. Certain features on the Website require users to register and create an account, which involves the collection of personally identifiable information. A child under age 13 may accidentally provide personal information on one of these registration forms. If this should happen, and we are able to determine that the sender is under the age of 13, we will not disclose any of the child's information to a third party. Should a parent discover that his/her child has submitted personally identifiable information on the Website, the parent may submit a written request within sixty (60) days to our webmaster, asking to have the information deleted or refuse to allow any further collection or use of the child's information.

8 - Links

The Website may contain links to other sites beyond our control, such as banner advertisements and links from advertisers, sponsors, organizations and content partners. You acknowledge that when you click on any of the aforementioned links, the Website you are taken to are not controlled by us, different terms of use and privacy policy may apply, and we are not responsible for such sites, including without limitation any content on such sites. Unless specifically stated on the KFGP Site, we do not, directly or indirectly, imply any approval, association, sponsorship, endorsement, or affiliation with any linked site. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third parties. Your linking to any other off-site pages or other sites is at your own risk.

9 - Disclaimers

THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, FUNCTIONS AND FEATURES MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE WEBSITE, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, KFGP MAKES NO REPRESENTATION OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) ABOUT: (A) THE WEBSITE; (B) THE CONTENT AND SOFTWARE ON AND THROUGH THE WEBSITE, INCLUDING WITHOUT LIMITATION, KFGP CONTENT AND USER CONTENT; (C) THE FUNCTIONS AND FEATURES MADE ACCESSIBLE ON OR ACCESSED THROUGH THE WEBSITE; AND/OR (D) ANY PRODUCTS OR SERVICES OFFERED VIA THE WEBSITE OR LINKS TO THIRD PARTY WEBSITES. KFGP DOES NOT WARRANT THAT THE WEBSITE, ANY OF THE WEBSITES' FUNCTIONS OR FEATURES OR ANY CONTENT CONTAINED THEREIN, WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

KFGP DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, KFGP SPECIFICALLY DISCLAIMS SUCH WAR-

RANTIES. YOU UNDERSTAND THAT BY USING ANY FUNCTIONS OR FEATURES OF THE WEBSITE, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE WEBSITE OR ANY CONTENT THEREIN. FURTHER, KFGP DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAWS IS APPLICABLE TO THESE TERMS OF USE.

THE WEBSITE MAY CONTAIN THE OPINIONS AND VIEWS OF OTHER USERS. KFGP DOES NOT ENDORSE, GUARANTEE, OR CLAIM RESPONSIBILITY FOR THE ACCURACY, EFFICACY, OR VERACITY OF ANY CONTENT SUBMITTED BY USERS OF THE WEBSITE.

10 – Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL KFGP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, REPRESENTATIVES AND ASSIGNS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE THE WEBSITE OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE WEBSITE OR ANY OTHER PERSON OR ENTITY, EVEN IF KFGP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KFGP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE WEBSITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL KFGP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, REPRESENTATIVES AND ASSIGNS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND KFGP'S REASONABLE CONTROL. KFGP MAY TERMINATE YOUR FURTHER ACCESS TO THE WEBSITE OR CHANGE THE WEBSITE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11 - Indemnification

You are responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend, and hold KFGP and its officers, directors, employees, agents, affiliates, representatives and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms of Use or claims arising from your use of the Website and/or your account(s). You shall use your best efforts to cooperate with KFGP in

the defense of any claim. KFGP reserves the right, at its own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

12 - Governing Law and Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of the State of New York and the laws of the United States, without regard to any principles of conflicts of laws, You hereby consent to the personal jurisdiction of the state and federal courts located in New York, New York for the purposes of litigating any action under these Terms of Use. KFGP makes no representation that content on The Website is appropriate or available for use in any particular location. Those who choose to access the Website do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

13 - Amendments

KFGP may amend these Terms of Use at any time, including by modification, deletion and/or addition of any portion of these Terms of Use. If KFGP makes a material amendment to these Terms of Use, KFGP will notify you of such amendment by sending you an e-mail at the last e-mail address that you provided us, and/or by posting notice of such amendment on the Website covered by these Terms of Use. Any such amendment to these Terms of Use will be effective thirty (30) calendar days following either KFGP's dispatch of an e-mail notice to you or posting of notice of the changes on the Website. Please note that, at all times, you are responsible for updating your personal information to provide us your current e-mail address. In the event that the last e-mail address that you have provided KFGP is not valid, or for any other reason is not capable of delivering to you the notice described above, KFGP's dispatch of the e-mail containing such notice will nonetheless constitute effective notice of any amendment described in the notice.

14 - Miscellaneous

If any provision of these Terms of Use is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these Terms of Use by KFGP shall be deemed a further or continuing waiver of such provision or any other provision, and KFGP's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. *YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.*

15 - Contact by Mobile Phone

By providing your mobile phone number, you agree that KFGP and its agents may contact you by mobile phone call and text message regarding KFGP programs, events, and membership.