

April 23, 2012

Mission Statement – “To engage people in science experiences that touch all our lives.”

Ownership Claim – OWNERSHIP AND PROPRIETARY RIGHTS

The Services are owned and operated by Explorit Science Center. Explorit Science Center software, content, visual interfaces, information, graphics, design, compilation, computer code, online platform, products, software, services, including, but not limited to, the mobile device applications, and all other elements of the Services (collectively, the "Materials") are the sole property of Explorit Science Center. All other relevant intellectual property and proprietary rights, and applicable laws apply. All materials and components contained in the Services are the property of Explorit Science Center and/or its third-party licensors. All trademarks, service marks, and trade names displayed on the Services are proprietary to Explorit Science Center and/or its third-party licensors. Except as expressly authorized by Explorit Science Center, any and all Users agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.

Purpose – To engage the entire community in investigative activities that contribute to the body of scientific knowledge. Currently Explorit is developing a county-wide Community Science Project (CSP) that will invite all members of the community to participate in observations and research of spiders in our world.

How to register to participate: (would lead to below agreement, prior to being able to register)

AGREEMENT TO EXPLORIT SCIENCE CENTER Community Science Project (CSP) TERMS AND CONDITIONS OF USE

Subscribers, customers, users, third parties acting on behalf of users, and/or others who download, use, purchase, subscribe, aggregate data, information, or Content available on or via the Site and/or Services, or otherwise interface with or access the Site and/or Services (collectively or individually "You" "User" or "Users") must do so under the following Explorit Science Center (CSP) Terms and Conditions of Use (“Terms and Conditions of Use”).

BEFORE USING ANY OF THE SERVICES, PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS OF USE. BY ACCESSING, BROWSING AND/OR USING THE SERVICES, A USER ACKNOWLEDGES THAT HE OR SHE HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY ALL CONSENTS AND DISCLOSURES SET FORTH IN THE REGISTRATION PROCESS (AND HEREBY INCORPORATED HEREIN BY THIS REFERENCE), ALL OF THE FOLLOWING TERMS AND CONDITIONS OF USE, INCLUDING ANY FUTURE MODIFICATIONS TO THE Explorit Science Center (CSP) TERMS AND CONDITIONS OF USE, AND ANY RELATED AGREEMENTS, GUIDELINES AND POLICIES (COLLECTIVELY, THE "AGREEMENT"). IF A USER DOES NOT CONSENT TO THE AGREEMENT, THEN Explorit Science Center (CSP) REQUIRES THAT SUCH USER CEASE USING THE SERVICES IMMEDIATELY.

THE SITE AND/OR SERVICES ARE AVAILABLE FOR INDIVIDUALS AGED 14 YEARS OR OLDER. IF A USER IS 14 OR OLDER BUT UNDER THE AGE OF 18, THEN SUCH USER AGREES TO REVIEW THE AGREEMENT WITH HIS OR HER PARENT(S) OR GUARDIAN(S) TO ENSURE THAT BOTH THE USER AND PARENT(S) OR GUARDIAN(S) UNDERSTAND AND CONSENT TO THE AGREEMENT AND THAT THE USER AND HIS OR HER PARENT(S) OR GUARDIAN(S) REVIEW AND ACCEPT THE AGREEMENT ON THE USER'S BEHALF THROUGH THE Explorit Science Center REGISTRATION PROCESS. IF THE READER OF THE AGREEMENT IS A PARENT OR GUARDIAN ENTERING THIS AGREEMENT FOR THE BENEFIT OF A CHILD OVER 14, THEN HE OR SHE AGREES AND ACCEPTS FULL RESPONSIBILITY FOR HIS OR HER CHILD'S USE OF THE SITE AND/OR SERVICES, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT SUCH CHILD MAY INCUR.

BY USING THE SITE AND/OR SERVICES, USER THEREFORE AGREES, REPRESENTS AND WARRANTS THAT:

- HE OR SHE IS 14 YEARS OR OLDER BUT UNDER THE AGE OF 18 AND HE OR SHE HAS REVIEWED AND CONSENTED TO THE AGREEMENT WITH HIS OR HER PARENTS PER THE PROTOCOL SET FORTH ABOVE; OR
- HE OR SHE IS 18 YEARS OR OLDER; AND HAS CONSENTED TO AND AGREED TO THE AGREEMENT.

THE AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN USERS AND Explorit Science Center (CSP).

Any User may [Contact Us](#) in order to receive a copy of this Agreement.

ALL USERS ACKNOWLEDGE AND AGREE THAT Explorit Science Center HAS OFFERED THE SERVICES, SET ITS PRICES, AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH BELOW. USERS FURTHER ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN USERS AND Explorit Science Center (CSP), AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE USERS AND Explorit Science Center (CSP). Explorit Science Center (CSP) WOULD NOT BE ABLE TO PROVIDE THE Explorit Science Center (CSP) SERVICES TO USERS ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS AND DISCLAIMERS.

I acknowledge that I have voluntarily applied to participate in the Community Science Project 2012 sponsored by Explorit Science Center, a non-profit California corporation. If I have included any children under the age of 18 on my registration form, I acknowledge that I am the parent or guardian of the child requesting to register, referred to in this agreement as "my child," who is going to participate in the Community Science Project 2012. I understand that Explorit has a Board of Trustees, employees and volunteers who carry out its programs. This agreement applies to anyone who is acting on behalf of Explorit. Explorit will take all reasonable steps to provide a safe environment for all persons who participate in its activities. On behalf of my child and myself, I hereby waive, release and discharge any and all claims and damages for personal injury, death or property damage that I or my child may sustain or that may occur as a result of my or my child's participation in these activities. I understand that:

1. This release is intended to discharge in advance Explorit, its Board, employees and volunteers from and against any and all liability, except for their sole negligence or intentional acts, connected in any way with the participation of my child in these activities;
 2. The described activity may be of a hazardous, strenuous, and/or physical nature;
 3. Knowing the risk involved, nevertheless I voluntarily request permission for myself or my child to participate in the described activity;
 4. I hereby assume any and all risks of injury, death or property damage, and to release and hold harmless Explorit, its Board, employees and volunteers, except for their sole negligence or intentional acts;
 5. This agreement and assumption of risk is to be binding on the heirs and assigns;
 6. I will indemnify and hold Explorit harmless from any loss, liability, damage, cost or expense, including litigation, which may incur as a result of any injury and/or property damage which I or my child may sustain while participating in said activities;
 7. I will make good any loss or damage or cost Explorit may have to pay if any litigation arises on account of any claim made by myself or my child or anyone on my child's behalf;
 8. In the event that I and or my child requires medical or surgical treatment while under the supervision of said Explorit personnel in connection with the described activity, such supervisor may authorize treatment;
 9. I will pay all medical, hospital or other expenses, which I or my child may incur as a result of such treatment;
 10. I hereby give consent to Explorit to photograph me and or my child. I understand the pictures may be included in program scrapbooks and/or in the promotion of Explorit programs in newspapers, slide shows or other media.
- I certify that I have custody or am the legal guardian of my child by court order, and that my child is physically able to participate in the described activities. I have carefully read this Release and Indemnity

Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Explorit, and that I sign it of my own free will.

USE OF OUTSIDE VENDORS

We may from time to time retain qualified third-party vendors to help us manage the Website and allow us to better serve Explorit visitors. These may include third-party vendors we engage to analyze the information we collect on the Academy Website, for marketing or similar purposes. We require all vendors to maintain the security of all information to which they are provided access, and restricts the vendors from using the information in any way not authorized by the Academy.

LINKS AND THIRD PARTIES

The Explorit Website may provide links to resources we believe may be useful. These links will lead you to websites operated by third parties that operate under different privacy policies. We encourage you to review those privacy policies, as the Explorit Privacy Policy does not apply to such sites, and we have no control over information you may submit to those third parties or how they may use the information you provide to them.

MODIFICATION OF TERMS AND CONDITIONS OF USE

Explorit Science Center reserves the right, at its discretion, to change, modify, add, or remove portions of the Terms and Conditions of Use or any affiliated Guidelines at any time. By a User's consent to the agreement, he or she obligates himself or herself to periodically check the Agreement and all Guidelines and Policies for any changes. A User's continued use of the Services after the posting of any modifications or changes to the Terms and Conditions of Use or any affiliated Guidelines or Policies constitutes his or her binding acceptance of such changes. Please note that additional and/or different conditions and terms of use may apply to services or products provided through one or more of Academy's partners, advertisers, or business associates, and a User should refer to those before accessing, purchasing, using or subscribing to such services or products.

PROHIBITED CONDUCT AND USES

A USER UNDERSTANDS AND HEREBY ACKNOWLEDGES AND AGREES THAT HE OR SHE MAY NOT, AND WARRANT THAT HER OR SHE WILL NOT:

- a. use the Services or any personal information or location information displayed on or within Explorit to "stalk," harass, abuse, defame, threaten or defraud other Users, or collect, attempt to collect, or store location information or personal information about other Users;
- b. use the Site and/or On-line Services if he or she is under the age of 14 years old;
- c. include offensive or pornographic materials on or in his or her Explorit personal profile pages;
- d. use the Site and/or Services for any commercial or non-private use, it being understood that the Site and/or Services are to be employed for personal, non-commercial use only;
- e. fail to deliver payment for any Paid Services;
- f. use the Site and/or Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy, and import or export control;

- g. make unsolicited offers, advertisements, proposals, or send junk mail, to other Users of the Site and/or Services. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- h. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Explorit accounts of other Users;
- i. share Explorit-issued passwords or any other means of access to a mobile device while any Service is running and accessible with any third party or encourage any other User(s) to do so;
- j. misrepresent the source, identity or content of information transmitted via the Site and/or Services;
- k. remove, circumvent, disable, damage or otherwise interfere with: (i) the security-related features of the Site and/or Services; (ii) the features of the Site and/or Services that prevent or restrict use or copying of any content accessible through the The Site and/or Services; or (iii) the features of the Site and/or Services that enforce limitations on use of the Services;
- l. intentionally interfere with, or damage operation of the Site and/or Services, or any User's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code;
- m. post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, libelous, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- n. post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property right of the a third party;
- o. attempt to gain unauthorized access to the Site and/or Services, other accounts, computer systems or networks connected to the Site, or any part of it, through hacking, password mining, or any other means to interfere with, or attempt to interfere with the proper working of the Site or any activities conducted on and/or through the Site and/or Services;
- p. use any robot, spider, scraper or other automated means to access the Site and/or Services for any purpose without Explorit's express written permission or bypass Explorit's robot exclusion headers or other measures we may use to prevent or restrict access to the Site and/or Services or modify the Site and/or Services in any manner or form, nor to use modified versions of the Site and/or Services, including (without limitation) for the purpose of obtaining unauthorized access to the Site and/or Services; or
- q. sell or transfer or allow another person to access his or her account passwords, profiles, or Explorit accounts.

REFUSAL OR SUSPENSION OF SERVICE

EXPLORIT RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO HAVE EXPLORIT'S SYSTEMS MONITOR ANY USER'S REGISTRATION OR SOCIAL NETWORKING ACTIVITIES AVAILABLE IN CONNECTION WITH THE SITE AND/OR THE SERVICES, AS WELL AS ANY USER'S USE OF OR ACCESS

TO ANY LOCATION INFORMATION AND/OR PROFILES OF OTHER USERS. ACCORDINGLY, EXPLORIT ALSO RESERVES THE RIGHT TO DISABLE ANY USER'S USE OF OR ACCESS TO THE SITE, THE SERVICES, THE PERSONAL AND/OR LOCATION INFORMATION, OR THE PROFILES OF OTHER USERS, FOR ANY REASON AND WITHOUT ANY NOTICE.

A User is solely responsible for his or her involvement with other Users. Explorit reserves the right, but has no obligation, to monitor disagreements between any Users.

Explorit does not control the content of User accounts and profiles and does not have any obligation to monitor such content for any purpose. Users acknowledge that they are solely responsible for all content and material that they provide to Explorit.

MOREOVER, EXPLORIT RESERVES THE RIGHT TO REFUSE ACCESS TO ANY USER, FOR ANY REASON AND WITHOUT ANY NOTICE.

THIRD PARTY CONTENT PRESENT ON OR LINKED TO THROUGH THE SITE AND/OR SERVICES

Certain content displayed on or linked to Explorit's Site and/or Services – namely, videos, websites, news headlines and other materials created by third parties (collectively “third party web content”) – is developed by individuals or merchants over whom Explorit exercises no direct control.

Explorit does not endorse any third party web content, or the information, material, products, or services associated with third party content.

Furthermore, some Users may find some third party web content to be objectionable, inappropriate, or offensive. Explorit therefore does not make any express or implied warranties with regard to the nature of the information, material, products, or services that are displayed or linked by any third party web content.

In addition, User contacts or business dealings with, or participation in the promotions of individuals or merchants found on, or linked by any third party web content exist solely and operate independently as between a User and such individuals or merchants. A User therefore agrees that Explorit shall not be responsible for, or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the placement of, or linkage to such third party web content on the Site and/or Services.

USER CONTENT

Any and all information (other than personal information and/or location information which are expressly covered and governed by the Explorit Privacy Policy), including data, text, files, geo-mapped routes, graphics and any and all other material that a User transmits to, or supplies to Explorit is referred to as “User Content.” By transmitting User Content on or through the Site and/or Services, User expressly warrants:

he or she is solely responsible for the transmission, accuracy, completeness, and publication of that User Content;

he or she controls all of the rights to that User Content and that it neither does nor will infringe or violate the rights of any third party; and

Explorit bears no responsibility, legal or otherwise, for that User Content.

PROHIBITED USER CONTENT

A User may not post Content on the Site and/or Services that: is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

harasses or advocates harassment of another person;

exploits people in a sexual or violent manner;

contains nudity, violence, or offensive subject matter;

provides any telephone numbers, street addresses, last names or email addresses of anyone except said User;

promotes information that a User knows is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

violates any intellectual property or other proprietary right of any third party, including User Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";

furtheres or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

solicits passwords or personal identifying information for commercial or unlawful purposes from other members;

involves commercial activities and/or sales without Explorit's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes;

includes a photograph of another person posted without that person's consent or, in the case of children under the age of eighteen (18), parental consent, or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights; or

contains a virus or other harmful component.

Ownership Rights In User Content

When a User transmits or otherwise supplies User Content to Explorit, or otherwise makes User Content available on or through the Site and/or Services, he or she expressly grants, and agrees to grant at the time of the creation of such User Content, Explorit a royalty-free, world-wide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, display, translate, or distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with Explorit or the promotion thereof.

In addition, the User grants Explorit, and agrees to grant Explorit at the time of the creation of the User Content, a royalty-free, world-wide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to create derivative works from User Content, display User Content, in whole or in part, and/or to incorporate User Content in other works in any form, media or technology, whether now known or hereafter created, and the User agrees that any "moral rights" in that User Content have been waived. Moreover, when a User posts User Content to the Site

and/or Services, he or she authorizes and directs Explorit to make such copies thereof as it deems necessary in order to facilitate the posting and storage of the User Content.

Further, Explorit does not assert any real ownership over User Content. Rather, subject to the rights granted to Explorit in these Terms and Conditions of Use, a User retains full ownership of any and all of his or her User Content and any intellectual property rights or other proprietary rights associated with said User Content.