

## **IGNITE TERMS OF SERVICE**

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### **Acceptance of Terms of Service:**

This web site ([www.ignite-us.org](http://www.ignite-us.org), [www.igniteworldwide.net](http://www.igniteworldwide.net) and [www.igniteworldwide.org](http://www.igniteworldwide.org)) and its associated services are provided to you under these Terms of Service (referred to as the "TOS") and any amendments and supplements that may be posted to them by IGNITE WORLDWIDE, Inc. ("IGNITE"). Your use of the web site shall be deemed to constitute your agreement to be bound by the terms of this TOS and shall be enforceable as if you had signed the TOS. If you are not willing to accept the terms and conditions of the TOS, we ask that you not use the web site.

In addition, when using particular IGNITE features, you and IGNITE agree to be subject to any posted guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

From time to time, the TOS may be updated without notice to you. The most current version of the TOS is always available at [www.ignite-us.org](http://www.ignite-us.org) and [www.igniteworldwide.org](http://www.igniteworldwide.org). If you do not agree to the changes in the TOS, please arrange to terminate your registration with IGNITE immediately by (i) notifying IGNITE of your unwillingness to accept the changes in the TOS and (ii) by discontinuing your use of the IGNITE web site.

### **Registration:**

Registration with IGNITE is required to access IGNITE's community features. At registration you will be required to provide IGNITE with your first name, last name, and a valid email address. You will also be requested to provide us with optional information such as your address and phone number, educational

background (status, institution of enrollment and degree level, if applicable), employment experience and status (employer name and job title, if applicable), professional society membership status (professional society name, if applicable), top field of experience/study, gender, age, citizenship and race/ethnicity. This information is collected to allow IGNITE to contact you and to allow IGNITE to collect demographic data about its participants, both for IGNITE internal use and in some cases, for release to our partners (please see IGNITE's Privacy Statement for detailed information on when personal data is shared). Under this TOS, you agree to provide true, accurate and up-to-date information. IGNITE has the right to suspend or terminate your membership if it learns or has reasonable grounds to suspect that the information that you have provided is inaccurate, false or misleading.

**Privacy:**

Registration and other data about you are subject to our Privacy Statement. For more information, please see [www.ignite-us.org](http://www.ignite-us.org) and [www.igniteworldwide.org](http://www.igniteworldwide.org).

**Termination:**

IGNITE reserves the right to terminate (i) these Terms of Service and/or (ii) your membership at its sole discretion, immediately and without notice, upon any breach of this TOS.

**Modification of the Terms of Service:**

IGNITE may modify these TOS at any time at its sole discretion. Each time that you access the IGNITE web site, you will have been deemed to accept the TOS. IGNITE reserves the right, at its sole discretion, to notify you via email of changes to the TOS.

**Modifications of the IGNITE Web Site:**

IGNITE reserves the right to modify or discontinue any portion of or all of the IGNITE web site without notice to you and without liability to you or any third party.

**Username, Password And Security:**

You will choose a username and password on registering to become a member of the IGNITE community. You are responsible for maintaining the confidentiality of your username and password and you agree to (i) immediately notify IGNITE of any breach of security and (ii) ensure that you sign out at the end of each session. IGNITE cannot and will not be liable for any loss or damage from your failure to comply with this section.

**Content:**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") are the sole responsibility of the person with whom the Content originated. This means that you, and not IGNITE, are responsible for all Content that you disseminate or transmit via the IGNITE web site.

You agree that you will not use the web site in any way to:

- Disseminate or transmit Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, libelous, pornographic or invasive of another's privacy
- Disseminate or transmit Content that infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any other party
- Disseminate or transmit any unauthorized advertising, promotional materials, chain letters, spam, junk mail, or any other type of mass unsolicited email to people or entities who have not agreed to receive such materials
- Impersonate a IGNITE staff member, community member or other person or entity
- Stalk or harass another member
- Interfere with, disrupt or harm the web site or servers or networks connected to the web site
- Disseminate or transmit or make otherwise available any materials that contains software viruses, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- Collect or store personal data about other users
- Use the web site for illegal purposes, including, but not limited to, disseminating or transmitting illegal and illegally obtained materials
- Disrupt the normal flow of dialogues, cause a screen to "scroll" faster than other users of the web site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.

You acknowledge that IGNITE does not pre-screen Content, but that IGNITE reserves the right to immediately, without notice and at its sole discretion, refuse, move or delete any Content available via its web site, for any reason, including without limitation, Content that violates the TOS.

You acknowledge and agree that IGNITE may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is necessary to (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Content violates the rights of third-parties; or (iv) protect the rights, property, or personal safety of IGNITE, its users and the public.

By posting Content to the web site, you (i) represent and warrant to IGNITE that you have all necessary permissions to disseminate or transmit content and (ii) grant to IGNITE a worldwide, nonexclusive, perpetual, full sub-licensable, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed.

**Protection of Intellectual Rights and License:**

No portion of the IGNITE website or any of its subparts, including but not limited to: written content, structure, graphics, designs, algorithms, object code, source code, creative concepts or results, in whole or in part, may be reproduced in any form, or by any means, without prior written permission from IGNITE.

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You may not frame any trademark, logo, or other proprietary information on this web site without the express written consent of IGNITE. Except as expressly provided in the TOS, nothing contained in the Agreement or on the web site shall be construed as conferring any other license or right, expressly, by implication, by estoppel, or otherwise to any of IGNITE's intellectual property rights or to any third party's intellectual property rights. Any rights not expressly granted herein are reserved.

#### **License of Postings and Content to Us:**

You agree that, by submitting Postings and Content to IGNITE, you are granting to us a non-exclusive, royalty-free, perpetual, irrevocable and fully assignable and sublicensable right to use, reproduce, modify, adapt, publish, translate, edit, reformat, create derivative works from, distribute, display and provide to third parties those Postings and that Content throughout the world for any purpose and in any media. You are also granting to us the non-exclusive right to seek to enjoin and/or obtain damages from any third party from the unauthorized use or reproduction of your Postings and Content, as well as the right to attribute your Postings and Content to you.

You agree that you will not use or reproduce any Posting or Content of any other Member in any manner or in any media, including posting or republishing any Posting or Content of another Member on any other Web site. (You may, however, occasionally reprint or post excerpts, not to exceed 50 words, from a single Posting of another Member if it is clear that the original and full Posting is available within the website.) You may also display a link to, or the address of, the page of IGNITE on which any Posting or Content appears.

**Copyright Infringement:**

IGNITE will process and investigate proper notices of alleged copyright or other intellectual property infringement related to material on its websites or servers and will respond appropriately, following the guidelines of the Online Copyright Infringement Liability Limitation Act and other applicable intellectual property laws. Under appropriate circumstances, IGNITE will act expeditiously to remove or disable access to the material that is claimed to be infringing or claimed to be the subject of infringing activity. IGNITE will, following appropriate investigation, terminate or disable access by repeat infringers. Claims of alleged copyright or other intellectual property infringement must be in writing and directed to IGNITE 's designated agent. Contact information is available by referencing IGNITE 's Interim Designation of Agent to Receive Notification of Claimed Infringement, filed with the U.S. Copyright Office.

**Community Services Advertisements and Communications:**

You understand and agree that the IGNITE websites may include advertisements. You also understand and agree that we may send you certain communications in connection with the websites, such as service announcements and administrative messages, and that you will not be able to opt out of receiving those communications, and that we may send you copies of any periodic newsletters or similar informative communications we send to Members generally (but you will have the opportunity to opt out of receiving future issues at any time). Any communications sent to you personally concerning your participation in the websites or related matters are not intended to be made public, and you agree not to post those communications in the websites or elsewhere on the Internet.

**No Spam or Bulk Email:**

You agree not use the IGNITE Email Service to transmit, either directly or indirectly, or facilitate the transmission of any unsolicited bulk email or unsolicited commercial email. ("Bulk email" means sending the same or substantially similar messages to more than 10 email users in a single day, but we reserve the right to block unsolicited commercial e-mail if a Member objects to receiving such email, even if it is not considered "bulk" email.) Disseminating junk mail, spam, multi-level marketing schemes, pyramid schemes or chain letters is prohibited. Similarly, you may not authorize others to use your account to send unsolicited bulk communications, or cause unsolicited bulk communications to be sent by someone else.

We may use filtering technology or other measures in our efforts to stop unsolicited bulk e-mail and unsolicited commercial email. Such filtering technology or other measures may block, either temporarily or permanently, some email sent to you through the IGNITE Email Service. This may happen even if such email does not violate our policies. We reserve the right to restrict the number of emails that a member may send in any 24-hour period to a number deemed appropriate by us in our sole discretion.

You agree not to engage in any other abuse the IGNITE Email Service. Some specific examples of other prohibited actions are:

- Forging of any TCP-IP packet header or any part of the header information in an email or message or otherwise putting information in the header designed to mislead recipients as to the origin of the email or message ("spoofing")
- Using another Web site's mail server to relay mail without the express permission of the other site
- Using the IGNITE Email Service as an "emailer"

You agree that we may use any legal and technical remedies to prevent unsolicited bulk communications from entering, utilizing or remaining on the IGNITE Email Service.

**Disclaimer and Limitations of Liability:**

1. IGNITE wants to encourage an open exchange of information and ideas between members. However, IGNITE does not review communications between members.(We may review it in the public areas of the website and under certain circumstances review Private Messages that resided in the site's forum software when we install it.)

IGNITE does not guaranty or endorse the accuracy of any information you may receive from other members.

2. You agree that you will participate in the IGNITE program in a manner consistent with any and all applicable laws and regulations. You hereby agree to indemnify and hold IGNITE, and each of its respective affiliates, directors, officers, employees, and agents harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to, or arising out of any breach of the terms and conditions of this agreement, including those set forth at the Terms of Service.

3. You hereby agree to completely release IGNITE, and each of its respective affiliates, directors, officers, employees and agents from all claims, judgments, demands, liabilities, and actions that you may have arising out of, or in any way relating to, your participation in the IGNITE program. IN NO EVENT WILL IGNITE BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT YOUR PARTICIPATION IN THE IGNITE PROGRAM.

4. If any provision of this agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this agreement, which shall remain in full force and effect. No waiver by either IGNITE or you of any term or condition of this agreement, whether by conduct or otherwise, shall be deemed a further or continuing waiver of such term or condition, or a waiver of any other term or condition of this agreement, including those set forth at Terms of Service, Participation Guidelines, Eligibility, What IGNITE Expects from Mentors/Students Who Participate and What You Can Expect from IGNITE.

The information on this site comes from a variety of sources and includes information that is subject to change without notice. IGNITE wants this information to be as up-to-date and accurate as possible, but we cannot guarantee and do not warrant that the information is accurate, complete, or current; that your access will be uninterrupted; or that material accessible from this site is free from viruses.

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IGNITE is committed to preserving the confidentiality of information provided to it by applicants to and participants in its program. IGNITE cautions all applicants and participants, however, that it shall not be liable for any direct, incidental, consequential, indirect or punitive damages, whether under any contract, strict liability or other theory, arising out of or in connection with any breaches of security or other failure involving this site or IGNITE's internal systems, or resulting from any viruses or other code that may affect any applicant's or participant's equipment, data or other property, as a result of using of this site.