



## **Project Scientist Terms of Use**

**Last Updated: December 31, 2021  
Please Read Carefully**

### **Agreement to Terms of Use**

The following Terms of Use govern your use of Project Scientist's ("Project Scientist") website. Please read these Terms of Use carefully. Your use of this website constitutes your agreement to be bound by all terms. If you disagree with one or more of these terms or find them unacceptable in any way, please do not enter or use our website.

This Agreement is divided into two parts. Part One explains all of the terms that govern your use of this website. Part Two contains additional legal terms, including provisions that limit our liability to you and require individual arbitration for any potential legal dispute. To use our website, you must accept all of the terms of this Terms of Use.

### **Changes to Terms of Use**

We have the right to change or add to the terms of these Terms of Use at any time by posting the amended Terms of Use on Project Scientist's website. Any use of this website after our publication of any such changes shall constitute your acceptance of the Terms of Use as modified. However, any Dispute that arose before the modification shall be governed by the Terms of Use (including the binding individual arbitration clause) that was in place when the Dispute arose.

### **Part One: Terms Governing Use of the Website**

#### **Age Limitations**

This website is intended and only suitable for individuals 13 years of age and above. We strongly recommend that children between the ages of 13 and 17 ask their parent's or guardian's permission before viewing our website. Project Scientist hereby disclaims all liability for use by individuals under the age of 13.

## **Information on this Website is Not Professional Advice**

All data, information, text, graphics, links, and other material on this website are provided as a convenience to our website visitors. The information provided on this website is for general informational and educational purposes only. The information provided on our website is not intended to serve as medical or other professional advice and is not to be used for diagnosis or treatment of any condition or symptom. Information provided on this website does not constitute the provision or practice of medical or professional health care advice or services

## **Restricted Use**

You may use this website only to the extent that you obey all laws, rules, and regulations applicable to your use of this website.

## **Your Privacy**

Upon acceptance of these Terms of Use you confirm that you have read, understood, and accepted Project Scientist's Privacy Policy.

## **Registration**

Registration is not required to view certain content on the website. However, to use some parts of the website and services you may be required to register and provide certain information about yourself, including your email address and password ("Credentials"). If you become a registered member of the website, you accept responsibility for all activities that occur under your registration account. You agree to provide true, accurate, complete, and correct information at the time of registration, and to promptly update this information as needed so that it remains true, accurate, complete, and correct. You should keep your Credentials private and not share your Credentials with anyone else. You are responsible for maintaining the confidentiality of your Credentials. If you believe someone has accessed the website using your Credentials without your authorization, email us immediately at [info@projectscientist.org](mailto:info@projectscientist.org).

## **Transactions**

If you wish to purchase products or services described or linked to on the website (each such purchase, a "Transaction"), Project Scientist or the third party provider of the product or service will request certain information from you that is applicable to your Transaction, including, without limitation, credit card and other payment and shipping

information. You understand that, if any such information is provided to Project Scientist, then Project Scientist shall treat any such information in the manner described in our Privacy Policy. By supplying such information, you grant Project Scientist the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. You agree to pay all charges incurred by you or any users of your membership account or credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred, including, without limitation, all shipping and handling charges. You shall also be responsible for paying any applicable taxes relating to your purchases. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MECHANISM USED IN CONNECTION WITH ANY TRANSACTION.

Descriptions or images of, or references to, products or services on the website do not imply Project Scientist's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references, to limit the order quantity on any product or service and/or to refuse service to you. Verification of information applicable to a purchase may be required prior to Project Scientist's acceptance of any order. Price and availability of any product or service are subject to change without notice. Project Scientist is not responsible for errors in the prices or descriptions of any product or service. Refunds and exchanges shall be subject to Project Scientist's and/or any applicable third party's refund and exchange policies in effect at the time of the applicable Transaction. Current rates for any product or service available through the website may be obtained by sending an email to [info@projectscientist.org](mailto:info@projectscientist.org)

## **Promotions**

Any prize draws, contests, sweepstakes, raffles, auctions or similar promotions (the "Promotions") made available through the website may be governed by specific rules that are separate from these Terms of Use. By participating in any Promotion, you agree to become subject to those rules, which may vary from the terms and conditions set forth herein. Project Scientist urges you to read the applicable rules, if any, which will be linked from the particular activity, and to review the Privacy Policy, which, in addition to these Terms of Use and any specific rules governing the particular activity, will govern any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with these Terms of Use, the terms and conditions of such rules will control.

## **Social Media and Online Communities**

Project Scientist may provide you opportunities to share information on third party social media sites or platforms such as Facebook, Instagram, LinkedIn, Twitter, Google+, YouTube or other similar sites (collectively, "Social Media Sites"). Project Scientist may also provide you opportunities to participate in online communities on such Social Media Sites and may host discussion boards, chats, and other forums on this website. For example, you may use your Instagram handle and tag your photos and postings ("Tagged Content") with hashtags that we may provide from time to time in order to submit your Tagged Content for potential use on our website. If you post Tagged Content with hashtags as we may provide from time to time, your activity and participation is governed by these Terms of Use. Additionally, you remain responsible for your compliance with other applicable terms and conditions such as those of Instagram or other Social Media Sites. Without limitation of any other obligations, you agree that you will be respectful of others and their privacy and will not submit photos of others without their express permission.

If you participate in Project Scientist online community, discussion board or other forum, you agree that anything you submit is being provided by you voluntarily, on a non-confidential basis, and without any compensation due to you and you grant Project Scientist a perpetual, worldwide, royalty-free, transferable, and sub-licensable, right and license to use, copy, distribute, modify, create joint and derivative works, your content, postings and Tagged Content in any form or format. You further agree that (a) you will not post, transmit, or link to any material, websites, Tagged Content or other information or content that is libelous, defamatory, false, obscene, indecent, lewd, violent, abusive, threatening, harassing, discriminatory, or an expression of political or hate speech; (b) you may only post, upload or transmit photos or materials for which you have the copyright or other permission to distribute electronically citing the original source; (c) you may not violate, plagiarize, or infringe on the rights of third parties, including copyright, trademark, trade secret, privacy, personal, publicity, moral or proprietary rights; (d) you agree that any Tagged Content or materials you post or upload will be owned by you or be in the public domain; (e) you may not intentionally post, create, upload or transmit any software or other material that contains a virus or other harmful code or device; (f) you may not solicit other users, or distribute advertising, for products or services through the website, distribute chain letters or messages, mass mailings or bulk email or other bulk messages, or gather email addresses for the purpose of sending bulk email or other messages to other users of the website; (g) if you choose to submit Tagged Content or post items in public or "chat" portions of the website, such material, information, photographs, and other information you post in these public or

group areas is available to the other individuals using website and Project Scientist does not warrant, guarantee or otherwise take steps to prevent other users from copying, displaying, uploading, transmitting or otherwise using your material, information, photographs or other information for any purpose whatsoever; (h) you will always use caution in posting personally identifying information, and never exchange personal financial information, address, phone numbers or other personal information; (i) you will not post any material that violates any law or regulation; (j) you will not impersonate any other person or use the identity of some other living person; and (k) your postings will truthfully reflect your own experience.

Project Scientist may terminate or restrict your access to any Project Scientist online community, including access through the website.

### **Selection and Removal of Tagged Content**

Project Scientist will review Tagged Content and select certain Tagged Content for posting on our website; we make no guarantee that your Tagged Content will be posted. Notwithstanding the foregoing, you remain fully responsible and liable for your Tagged Content and its compliance with these Terms of Use, other applicable terms of use and applicable laws. If your Tagged Content is posted to our website, you may request removal of your Tagged Content by marking it as “private” in your Social Media Site account or by emailing us at [info@projectscientist.org](mailto:info@projectscientist.org).

### **Monitoring**

We have no obligation to monitor any related websites, chats, discussion boards or any other materials that you or third parties transmit or post on or to the website or related websites, if any. However, you acknowledge and agree that we have the right (but not the obligation) to monitor the website, discussion boards, the chats, and the materials you transmit or post; to alter or remove any such materials (including, without limitation, any posting to a chat or discussion board); and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the website properly, to protect ourselves, our sponsors, and our other clients and visitors, and to comply with legal obligations or governmental requests.

### **Copyright Notice**

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### **Copyright Infringement – DMCA Notice**

The Digital Millennium Copyright Act (the "DMCA") provides remedies for copyright holders who believe in good faith that material appearing on the Internet infringes their rights under copyright law. If you believe in good faith that content or material on this website infringes a valid copyright owned by you, you (or your agent) may send Project Scientist a notice requesting that the material be removed, or access to it blocked. This request should be sent to: [info@projectscientist.org](mailto:info@projectscientist.org) or to: P.O. Box 515, Laguna Beach, CA 92651.

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet

the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the website should be sent to the address above.

### **Trademark Notice**

Project Scientist names and logos and all related product and service names, design marks, and slogans are the trademarks or service marks of Project Scientist. All rights are reserved. You are not authorized to use any Project Scientist name or mark in any advertisement, publicity or in any other commercial manner without prior written consent of Project Scientist. All other trademarks appearing on the website are the property of their respective owners.

### **Security**

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **Part Two: Additional Legal Terms**

### **Representation and Warranties**

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; and (b) your use of this website will be in compliance with these Terms of Use.

### **No Warranties**

USE OF THIS WEBSITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PROJET SCIENTIST OR THROUGH THIS WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, PROJECT SCIENTIST, ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS WEBSITE

WILL MEET YOUR REQUIREMENTS; THAT THIS WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THIS WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

PROJECT SCIENTIST DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THIS WEBSITE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND PROJECT SCIENTIST WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

### **Indemnity**

BY VISITING THIS WEBSITE, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PROJECT SCIENTIST, AND ANY AFFILIATED PROJECT SCIENTIST ENTITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES (COLLECTIVELY "PROJECT SCIENTIST PARTIES") FROM AND AGAINST ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, LOSSES, DAMAGES, TAX ASSESSMENTS, PENALTIES, INTEREST AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER CLAIM YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR DEFAMATION, VIOLATION OF PUBLICITY OR PRIVACY, COPYRIGHT OR TRADEMARK INFRINGEMENT RESULTING FROM YOUR SUBMISSIONS OF ANY CONTENT, TAGGED CONTENT OR OTHER MATERIALS, ANY ECONOMIC HARM, LOST PROFITS, DAMAGES TO BUSINESS, DATA OR COMPUTER SYSTEMS, OR ANY DAMAGES RESULTING FROM RELIANCE ON ANY CONTENT OR RESULTING FROM ANY INTERRUPTIONS, WORK STOPPAGES, COMPUTER FAILURES, DELETION OF FILES, ERRORS, OMISSIONS, INACCURACIES, DEFECTS, VIRUSES, DELAYS OR MISTAKES OF ANY KIND, EVEN IF YOU HAVE PREVIOUSLY ADVISED PROJECT SCIENTIST OF THE POSSIBILITY OF SUCH CLAIM.

## **Limitation of Liability and Damages**

THE USER'S SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND ANY OF ITS SERVICE IS TO STOP USING THE WEBSITE OR SERVICE. YOU AGREE THAT UNDER NO CIRCUMSTANCE SHALL ANY OF PROJECT SCIENTIST PARTIES BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS WEBSITE OR THE MATERIALS ON THIS WEBSITE. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS ALL LOSSES AND CLAIMS OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION.

## **Disputes**

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact [info@projectscientist.org](mailto:info@projectscientist.org) with any dispute. If we cannot resolve your concerns, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration. "Disputes" between you and Project Scientist, including its processors, suppliers or licensors or their respective affiliates, agents, directors or employees, are defined for the purposes of these Terms of Use to include any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and Project Scientist including, but not limited to, any claims relating in any way to these Terms of Use (including its breach, termination, or interpretation), any other aspect of our relationship, Project Scientist advertising, and any use of Project Scientist services.

## **Binding Individual Arbitration**

You and Project Scientist agree to arbitrate all Disputes. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY BE ON A INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST PROJECT SCIENTIST. If any provision

of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by ADR Services, Inc. according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will occur in Orange County, California, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim for which you are legally entitled to attorney's fees, you may recover those fees from the arbitrator. For any claim where you are seeking relief, Project Scientist will not seek to have you pay its attorney's fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and Project Scientist also include respective subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in Orange County, California, or federal court for the Central District of California.

## **Jurisdiction**

Information provided on Project Scientist's website is not targeted to users in any particular locality nor is it intended to constitute the doing of business in any jurisdiction.

This website is a service provided by Project Scientist and does not constitute any contact with any jurisdiction outside the State of California. Use of this website is prohibited in any jurisdiction having laws that would void this Agreement in whole or essential part or which makes accessing the website illegal. Users in such jurisdictions visit and use this website entirely at their own risk. Note: the essential parts of this Agreement include, without limitation, the exclusive venue and exclusive remedy provisions and the warranty disclaimers.

This Agreement is entered into and performed in the State of California, United States of America. It is governed by and shall be construed under the laws of California, exclusive of any choice of law or conflict of law provisions.

### **Requests for Information**

If you contact Project Scientist and request information about our programs or services, we will use your email or postal address to provide the information you requested. You agree that we may use and share information you provide us as described in our Privacy Policy.

### **Limitation on Time to Initiate a Dispute**

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

### **Links to Other Web Sites**

Project Scientist website may contain links to third party websites as a convenience to you. The inclusion of any website link does imply an approval, endorsement, or recommendation by Project Scientist. You agree that you access any such website at your own risk, and that the site is not governed by the terms and conditions contained in these Terms of Use. Project Scientist expressly disclaims any liability for these websites. Please remember that when you use a link to go from our website to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies.

### **Downloadable Files and Email**

Project Scientist cannot and does not guarantee or warrant that email or files available for downloading from its website will be free of viruses or other code that may contaminate or destroy data on your computer. You are responsible for implementing sufficient protective procedures and checks to maintain the accuracy of your data for maintaining a data back-up or other means for the reconstruction of any lost data. Project Scientist does not assume any responsibility or risk for damage to your computer or its files related to your use of the website.

### **Notice for California Users**

If you have a question or complaint regarding the website or services provided to you by Project Scientist please contact us at [info@projectscientist.org](mailto:info@projectscientist.org) to receive further

information regarding the website or services or to resolve the complaint. You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by telephone at (800) 952-5210 or TDD (800) 326-2297, or in writing at Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834.

### **Other Provisions**

Except as expressly provided in these Terms of Use, these terms are a complete statement of the agreement between you and Project Scientist, and they describe the entire liability of Project Scientist and its vendors and suppliers and your exclusive remedy with respect to your access and use of this website. In the event of a conflict between these Terms of Use and any other Project Scientist agreement or policy, these Terms of Use shall prevail on the subject matter of these Terms of Use. If any provision of these Terms of Use is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Headings are included for convenience only, and shall not be considered in interpreting these Terms of Use. These Terms of Use do not limit any rights that Project Scientist may have under trade secret, copyright, patent, or other laws. Project Scientist's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term.

### **Assignment**

You may not assign any rights or obligations under this Agreement without Project Scientist's prior written consent. Project Scientist may assign all or part of this Agreement.

### **Survival**

All sections of this Agreement which, by their nature are designed to survive expiration or termination of this Agreement, including but not limited to indemnity and limitation of liability clauses, shall survive.

### **Waiver**

No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

### **Notices**

You agree that we may provide any and all notices to you by email, telephone, fax, as well as by any other method.

### **Severability**

If any of the provisions of this Agreement are held unenforceable by a court or other tribunal of competent jurisdiction, then those provisions shall be limited or eliminated to the minimum extent necessary to allow the remainder of this Agreement to retain its full force and effect.

### **Entire Agreement; Amendment**

This Agreement constitutes the entire Agreement between you and Project Scientist applicable to its subject matter. It may not be modified except as described elsewhere in this Agreement.

### **Conflicting Terms**

Anything on the website inconsistent or in conflict with the terms of this Agreement is superseded by the terms of this Agreement.

### **Contact Information**

Please contact us with any questions or concerns regarding this Agreement at:

Project Scientist

P.O. Box 515

Laguna Beach, CA 92651

Email: [info@projectscientist.com](mailto:info@projectscientist.com)

*These Terms of Use were last updated on December 31, 2021.*