

Terms of Use

I. Acceptance of Terms

THESE TERMS AND CONDITIONS OF USE (the “Terms”) ARE A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND THE NEXTPHASE FOUNDATION governing your use of the “NEXTPHAS FOUNDATION” Web sites. By using this Site, you agree to be bound by the Terms. You shall also be subject to any additional terms posted with respect to individual sections of the Site. Please review our Privacy Policy, which also governs your use of the Site, to understand our practices. If you do not agree, please discontinue using the Site. The NEXTPHASE FOUNDATION reserves the right to change the Terms at any time without prior notice. Continued access or use of the Site after such changes operates as acceptance of the Terms as modified. Users are encouraged to review the Terms regularly. The Terms were last updated November 2016.

Your use and browsing of the Site is at your risk. If you are dissatisfied with any of the materials contained in the Site, with the quality of service or Content, or with these Terms, your sole and exclusive remedy is to discontinue accessing and using the Site.

II. Intellectual Property Issues

The Site is owned by The NEXTPHASE FOUNDATION. All of the content featured or displayed on the Site, including, but not limited to, still images, text, pictorial works, video images, still images of video, graphic designs, audio recordings, multimedia combinations, and computer programs, including web-based programs (“Content”) is owned or licensed by The NEXTPHASE FOUNDATION.

Pursuant to the copyright and trademark laws of the United States, you agree:

1. That you may only download Content that The NEXTPHASE FOUNDATION designates as offered for download to any single computer a single copy of any Content for personal and noncommercial use.
2. To not reproduce, distribute, modify, re-post on another site (regardless of the server on which the Content is stored), or sell any Content without specific written authorization from The NEXTPHASE FOUNDATION, unless such use is pursuant to Part III of this agreement (Educational Use of Content).
3. To maintain any and all copyright or other proprietary notices embedded in or attached to any Content.
4. To refrain from framing or mirroring any portion of the Site unless written permission has been granted by NEXTPHASE.
5. That by posting or submitting any text or other materials to the Site you grant The NEXTPHASE FOUNDATION a royalty-free permanent license for the worldwide use and/or sublicense of such materials. Such license shall include the right to exploit any proprietary rights in the posting or submission.
6. Pursuant to Title 17, United States Code, Section 512, notifications of claimed copyright infringement on the Site should be sent to our designated agent. If you believe that your work has been used in a way that may constitute copyright infringement, please provide NEXTPHASE FOUNDATION’S designated agent the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the site;
- d. Your address, telephone number, and e-mail address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

NEXTPHASE FOUNDATION'S designated agent for notice of claims of copyright infringement on the Site is its General Counsel who can be reached as follows:

By Mail:

Don Lloyd Cook, General Counsel
NextPhase Foundation
63 Lefever Lane
Little Rock, AR 72227

By phone:
501-366-6237

By e-mail:
don@donlloydcook.com

III. Educational Use of Content

With respect to Content designated as available for download for educational purposes, contest participants and their sponsors, librarians, teachers, support staff, administrators, and other staff of educational institutions are authorized to download, print, reproduce, and distribute such Content as may be beneficial for use in educational settings. This authorization extends only as far as is necessary to directly benefit students and participants. Content subject to this Section may not be disseminated beyond the user's particular educational institution and may under no circumstances be used for commercial purposes.

Content used for any purpose must always maintain unaltered copyright and other proprietary notices. Content may not be re-posted, framed, or mirrored on any other Web sites or computer networks, regardless of educational use.

IV. Disclaimer of Warranties

The Site and all material and information posted on it is provided to you "as is" without any warranties. You agree that you must evaluate and bear all risks associated with use of the Site,

including those risks associated with reliance on the accuracy, thoroughness, or utility of any Content.

Without limiting the generality of the foregoing, THE NEXTPHASE FOUNDATION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO INFORMATION POSTED ON THE SITE, INCLUDING BUT NOT LIMITED TO, (A) WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, (b) warranties against infringement of any third-party intellectual property or proprietary rights, (c) warranties relating to the transmission or delivery of the Site, (d) warranties relating to the accuracy, reliability, correctness, or completeness of the Site or other content made available on the Site or otherwise by THE NEXTPHASE FOUNDATION, and (e) warranties otherwise relating to performance or other acts or omissions by THE NEXTPHASE FOUNDATION or any third party. Further, there is no warranty that the Site will meet your needs or requirements or the needs or requirements of any other person.

V. Limitation of Liability

IN NO EVENT SHALL THE NEXTPHASE FOUNDATION, ITS AFFILIATED ENTITIES OR PARTNERS, OR THE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, OR OTHER REPRESENTATIVES OF EACH OF THEM BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES RELATED TO YOUR ACCESS TO OR USE OF THE SITE. In the event you have a dispute with another user related to or arising from, or in any way connected with, the use of the Site, you release the NEXTPHASE FOUNDATION from any claims, demands, and damages of every kind and nature arising out of or in any way connected with such a dispute.

These limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if THE NEXTPHASE FOUNDATION has been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, The NEXTPHASE FOUNDATION'S liability in such jurisdictions shall be limited to the extent permitted by law.

VIII. User Conduct

All users shall use the Site for lawful purposes only. You agree not to post or transmit through the Site any material that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, which encourages criminal conduct, or that may give rise to civil liability. You agree not to post or transmit through the site any material or text which constitutes advertising or solicitation with respect to any product or service, unless expressly authorized in writing by The NEXTPHASE FOUNDATION to do so.

Conduct by any user that, at the discretion of The NEXTPHASE FOUNDATION, restricts or inhibits any other user from using or enjoying the Site will not be permitted. You acknowledge that by providing you with the ability to view and distribute communications and materials on or through the Site, the NEXTPHASE FOUNDATION is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or

activities on the Site. However, the NEXTPHASE FOUNDATION reserves the right to refuse access to the Site to any user, and to block or remove communications or materials submitted by any user, for any reason, including, without limitation, a reasonable belief that the user in question has violated these Terms or submitted communications or materials that may be (a) abusive, defamatory, invasive of privacy, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of trademark, copyright or other intellectual property right of another, (d) in violation of any law or regulation, or (e) offensive or otherwise unacceptable to the NEXTPHASE FOUNDATION in its sole discretion.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE SITE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE JASON PROJECT RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

You agree to assume full and sole responsibility for any postings you make to the Site.

IX. Indemnification

You agree to indemnify, defend, and hold harmless THE NEXTPHASE FOUNDATION; its parent or managing organizations; its affiliates and partners; and their respective officers, directors, employees, agents, members, licensors, representatives, and third party providers to the Site from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms. The NEXTPHASE FOUNDATION reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with The NEXTPHASE FOUNDATION in asserting any available defenses.

X. Choice of Law

This agreement, its validity and effect, shall be interpreted under and governed by the laws of the State of Arkansas. This section shall not prohibit any party from seeking injunctive relief from a court of competent jurisdiction.

Copyright claims shall be brought in the Federal court having jurisdiction. If you are an agent for or an employee of a non-U.S. company but operate in a place of business in the U.S. or its territories, you expressly agree that any dispute regarding this contract shall be adjudicated within the U.S in the manner described here. If the NEXTPHASE FOUNDATION is obligated to go to court, rather than arbitration, to enforce any of its rights, you agree to reimburse The NEXTPHASE FOUNDATION for its respective legal fees, costs, and disbursements if The NEXTPHASE FOUNDATION is successful.

XII. Miscellaneous

These Terms and any other operating rules or terms currently posted on the Site constitute the entire agreement between The NEXTPHASE FOUNDATION and the users of the Site, and supersede all previous written or oral agreements between the parties with respect to such subject

matter. No action of The NEXTPHASE FOUNDATION may be construed as a waiver of any part of these Terms of Use. Should any of the above paragraphs be unenforceable, the other paragraphs will remain in full force and effect.