

Terms Of Use

(Including Privacy Policy for Children's Online Privacy Protection)

Effective and last revised on December 17, 2020.

Welcome to the Humanity's Team websites, which are owned and operated by Humanity's Team, a Colorado nonprofit, and its affiliates (collectively, the "Websites").

Introduction

Humanity's Team, dba Humanitystream.tv, provides its services (described below) to you through its website located at humanitystream.tv (the "Site") and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the "Service(s)"), subject to the following Terms of Service (the "Terms of Service").

The humanitystream.tv service, and any content viewed through our service, is solely for your personal and non-commercial use. With your humanitystream.tv purchase we grant you a limited, non-exclusive, non-transferable, license to access the humanitystream.tv content and view your course(s) through the service on a streaming-only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the service for public performances. Humanity's Team may revoke your license at any time in its sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the service, as well as copies of such materials, whether made in accordance with these Terms of Service or otherwise.

The Websites may include some or all of the following: (a) a platform for the purchase and use of digital content, which allows end-users to purchase a subscription and stream pre-recorded audio and video content over the Internet for personal use, (b) an e-commerce site, which allows users to purchase products from Humanity's Team, and (c) one or more websites where other online content (including content provided by Humanity's Team, Website users and third parties), resources, tools, products, services, communications and social networking features may be accessed and used. All of the foregoing are collectively referred to as the "Services."

PLEASE READ VERY CAREFULLY ALL OF THE FOLLOWING TERMS AND CONDITIONS FOR USE OF THE WEBSITES. BY ACCESSING AND/OR USING THE WEBSITES, YOU ARE AGREEING TO BE BOUND BY ALL OF THE FOLLOWING TERMS OF USE AND PRIVACY POLICY.

1. Parties. The following Terms of Use and Privacy Policy, as well as any other guidelines, rules or operating policies that Humanity's Team may establish and post at the Websites from time to time, all of which are hereby incorporated by reference. All of the foregoing, which are collectively referred to as the "Agreement," set forth the terms and conditions of a legally binding contract between each visitor to and/or user of the Websites (together with any business, entity

or organization each such visitor and/or user may be representing) (referred to as “you” or “your”) and Humanity’s Team, Inc. (“Humanity’s Team,” “we,” “our” and “us”).

2. Acceptance of Terms and Agreement to Be Bound. The Services are offered to you on the condition that you accept and agree to be bound by this Agreement in its entirety without modification of any kind. By accessing and/or using any of our Websites, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse one or more of our Websites) or you are a "Registered User" (which means that you have registered to use the Websites and have subscribed to use one or more of the Services). If you do not accept the terms of this Agreement, you are not permitted to use the Websites and/or subscribe to the Services, and you are obliged to exit all of the Websites and discontinue any and all use of the Websites and the Services immediately.

3. Modifications. We may modify this Agreement from time to time, and, to the greatest extent permitted by law, such modifications shall be effective upon posting at any of our Websites. By accessing and/or using any of our Websites after any such modification is posted, you are agreeing to be bound by such modifications. You also acknowledge and agree that it is your responsibility to monitor the Websites for the posting of modifications and to review such modifications on a regular basis. If you do not agree to be bound by any future modifications of this Agreement, your exclusive remedy is to cancel your account and discontinue your use of the Websites and the Services. Except as otherwise expressly provided herein, any new features, tools, products and/or services that change, augment, enhance or upgrade the current Websites and/or the Services will be subject to this Agreement.

4. General Registration Requirements. Visitors are currently permitted to view only limited portions of the Websites prior to deciding whether to become a Registered User. Full access to the Websites and the Services is available only to Registered Users and, if a subscription is required, then only to Registered Users who are also paid subscribers. If you wish to become a Registered User, you must register on our Websites, you must complete the registration procedures displayed on the registration page(s) of the Websites and, where applicable, pay the required subscription fee. Some aspects of the Websites and the Services are available to all Registered Users, and some are available only to Registered Users who have paid the required subscription fee and/or other charges, all of which are posted at the Websites.

5. Age Requirements for Access and Use of the Websites. By accessing and using the Websites, you acknowledge and agree that you are representing to us that you are over the age of 18 and you are of legal age to form a legally binding contract, and you are not a person barred from purchasing or receiving products and services, under the laws of the United States or other applicable jurisdiction. Registration, subscription, access to and use of the Websites and the Services are not available to users under the age of 18 and are void where prohibited by applicable law.

6. Requirements for Becoming a Registered User. By completing the registration procedures displayed on the registration page(s) of the Websites, you acknowledge and agree that (a) you

are representing to us that you are providing true, accurate, current and complete information about yourself as prompted by the registration form available on our Websites (the "Registration Data"), and (b) you are obliged to maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future access to and/or use of the Websites and the Services (or any portion thereof).

7. Children. Due to the nature of the Internet, we cannot prohibit minors from visiting our Websites. However, our Websites are not directed toward children under the age of 13 and we do not knowingly collect information from children under the age of 13 through the Websites. If you believe that a child has provided information to us through the Websites, please contact us by email at support.team@humanitysteam.org or by writing us at Humanity's Team, Inc. 2735B Iris Avenue Suite 3 Boulder, Colorado 80304 United States; Attn.: Director of Operations. We will use our best efforts to remove all of the information provided by the child from our system. (See our Privacy Policy set forth below for additional information about Children's Online Privacy Protection Policy.

8. Member Account and Security. As a Registered User, you are required to provide your email address, and you may be asked for additional information regarding your account. You are responsible for maintaining the confidentiality and all other account information, and you are fully responsible and liable for all access to and use of the Websites and the Services that occur under your account. You agree to (a) immediately notify us by e-mail to support.team@humanitysteam.org of any unauthorized use of your account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. Humanity's Team will not be liable for any loss or damage arising from your failure to comply with this section.

9. Preservation and Disclosure of Account Information and User Content. You acknowledge and agree that Humanity's Team may access, preserve and disclose your account information and User Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Site Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Humanity's Team, the other users of the Websites and Services, and the public. However, under no other circumstances will Humanity's Team intentionally disclose your account information to any third party except as otherwise provided in our Privacy Policy, which is set forth below.

10. Security Components. You acknowledge and agree that the Websites and the Services, and the software embodied within the Websites and the Services, may include security components that permit digital materials to be accessed, used, and protected, and that use of these security components is subject to usage rules set by Humanity's Team and/or content providers who

provide content to Humanity's Team. You may not attempt to override or circumvent any such security components and usage rules embedded in the Websites and the Services.

11. Subscription Fees and Payment. Access to and use of the Services is subject to a subscription fee ("Fee"). The Fee is payable in U.S. dollars or other currency as applicable. You will be required to provide your credit card number and other information at the time of your initial registration. Your credit card will automatically be charged at the time of your subscription or the end of your free trial, and regularly thereafter based on the terms of your subscription, and you hereby authorize Humanity's Team to charge your credit card for the then-applicable subscription fee. The Fee is non-refundable except as provided in Section 26 below ("Term and Termination"). Humanity's Team reserves the right to change or modify the Fee or payment schedule (including, without limitation, increasing prices and charging a fee for upgrades) at any time. Plans priced in currencies other than U.S. dollars are subject to adjustment due to fluctuations in exchange rates. Humanity's Team will use its reasonable best efforts to provide you with reasonable notice prior to making any fee changes or modifications, with the exception of exchange rate changes.

If Humanity's Team is for any reason unable to effect automatic payment via your credit card, Humanity's Team will attempt to notify you via email and your account will be disabled until payment is received. You are responsible for notifying Humanity's Team of any changes to your credit card information and to update your information if your credit card has expired. Humanity's Team may suspend, terminate and/or otherwise interrupt your access to the Services if you fail to so notify Humanity's Team.

All Fees are exclusive of all excise, sales, use, transfer and other taxes and duties imposed with respect to the Services by any federal, state, municipal or other governmental authority, all of which taxes you are required to pay except for taxes based on Humanity's Team's net income. You are responsible for obtaining and providing to Humanity's Team any certificate of exemption or similar document required to exempt any transaction from sales, use or similar tax liability. You agree to pay your account balance on time. You are responsible and liable for any costs and expenses, including attorney and collection fees, that Humanity's Team may incur in its efforts to collect any remaining balances due from you. This paragraph will in no way limit any other remedies available to Humanity's Team. You are required to notify us of any billing problems or discrepancies within sixty (60) days after they first appear on your credit card account statement by sending a written notice to support.team@humanitysteam.org. If you do not so notify us within the time allowed, you waive any right to dispute such problems or discrepancies.

12a. Content. The content available at the Websites and the Services generally consists of (a) content owned by Humanity's Team, including but not limited to the trademarks, trade dress and "look and feel" of the Websites and content created and/or acquired and owned by Humanity's Team ("Humanity's Team Content"), (b) content owned by third parties and licensed to Humanity's Team for specified uses on the Websites and the Services ("Third-Party Content"), and (c) content that may be posted and/or otherwise uploaded to the Websites and/or the

Services by you (“User Content”). As between you and other Registered Users, however, the content posted by other Registered Users is considered to be “Third-Party Content.” All of the foregoing are collectively referred to as “Site Content.”

12b. Geographic Limitations. Due to certain licensing restrictions placed on our titles, some content may not be available in your geographic location, and therefore, cannot be viewed. If at any time you feel this inhibits your experience upon purchasing a Humanity’s Team subscription, please contact our customer service department and we will work with you in order to remedy the situation. You can reach customer service by email at support.team@humanitysteam.org.

13. Ownership of Content. Humanity’s Team does not claim ownership rights in any User Content that you post on the Websites or otherwise make available through the Services. Subject to the non-exclusive license contained in Section 14 below (“License to Your Content”), as between Humanity’s Team and you, you will retain all intellectual property rights that you may have in any User Content that originates with you.

14. License to Your Content. In order to be able to offer you the use of our Websites and the Services pursuant to this Agreement, you are required to grant a license to Humanity’s Team to use and distribute your User Content. This enables us to permit other Visitors and Registered Users to view and share your User Content, and to display your User Content in other places within the Websites. Accordingly, by posting, displaying, publishing, transmitting, or otherwise making available (individually and collectively, “posting”) any User Content on or through our Websites or the Services, you hereby grant to Humanity’s Team a non-exclusive (meaning you can license the User Content to other parties as well), fully-paid, royalty-free, perpetual, irrevocable, worldwide license (including the right to sublicense) to use, copy, modify, adapt, translate, create derivative works, publicly perform, publicly display, store, reproduce, transmit, distribute, and otherwise make available such User Content on and through the Websites and/or the Services, in print, or in any other format or media now known or hereafter invented, without any obligation of notification, compensation, attribution or consent. Notwithstanding the foregoing, we will not use your User Content to create commercial products such as books. For purposes of this section, “commercial products” does not include use on the Websites and the Services and/or the advertising, publicity, promotional and marketing materials for the Websites and the Services in any and all formats and media now known or hereafter invented. If you wish to remove any User Content from the Websites and/or the Services, the decision will be made by Humanity’s Team alone in its sole and absolute discretion, and our decision may depend on the type of User Content, the location and manner of posting, and other factors. You may contact us at support.team@humanitysteam.org to request the removal of certain User Content you have posted, but Humanity’s Team (i) has no obligation to remove any such User Content, (ii) may choose whether or not to do so in its sole discretion, and (iii) makes no guarantee as to the complete deletion of any such User Content and copies thereof. In any case, a back-up or residual copy of any User Content posted by you may remain on Humanity’s Team’s servers after the User Content appears to have been removed from the Websites and/or the Services, and Humanity’s Team retains all rights granted in this section to all such remaining copies. You represent and warrant that: (i) you own all right, title and interest in all User Content posted by

you on or through our Websites or the Services, or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your User Content on or through the Websites and/or the Services does not require the knowledge or consent of any third party and does not violate the privacy rights, publicity rights, copyrights, trademarks, patents, trade secrets, contract rights, confidentiality, or any other rights of any third party.

15. Prohibited Conduct. The Websites and the Services may include features that permit you to post User Content, which includes and applies to (but is not limited to) content of your own, comments on the User Content posted by other Registered Users, and communications with other Registered Users. Such User Content includes but is not limited to information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials. You acknowledge and agree that you shall not use the Websites and/or the Service to post or other transmit User Content 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;
- solicits personal information from anyone under the age of eighteen (18);
- provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own;
- promotes information that you know 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";
- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- furthers 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 our prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- includes a photograph of another person that you have 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.

16. Responsibility for User Content. You, and not Humanity's Team, are entirely responsible for all User Content that you upload, post, email, transmit or otherwise make available via the Websites and/or the Services. Humanity's Team does not control the User Content posted via the Websites and/or the Services and, as such, we cannot and do not guarantee the accuracy, integrity or quality of such User Content. You acknowledge and agree that, by using the Websites and the Services, you may be exposed to User Content that you deem offensive, indecent or objectionable. Under no circumstances will Humanity's Team be liable in any way for any User Content, including, but not limited to, any errors or omissions in any user Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Websites and/or the Services.

17. Rejection and/or Removal of User Content. You acknowledge and agree that Humanity's Team may or may not pre-screen User Content posted on our Websites, but that Humanity's Team shall have the right (but not the obligation) in its sole discretion to pre-screen, edit, refuse, and/or remove any User Content or portion thereof that is available via the Websites and/or the Services, in its sole and absolute discretion, for any reason, including but not limited to its determination that any such User Content is not appropriate for the Websites and/or the Services, or for no reason. Without limiting the foregoing, and by way of example only, Humanity's Team shall have the absolute right to remove from the Websites and/or the Services any User Content that violates this Agreement or is otherwise objectionable in the sole discretion of Humanity's Team, or to restrict, suspend, or terminate your access to all or any part of the Websites and/or the Services at any time, for any or no reason, with or without prior notice, and without liability. If you become aware of misuse of the Websites and/or the Services by any person, please contact Humanity's Team by email at support.team@humanitysteam.org.

18. Limited License. Humanity's Team hereby grants to Registered Users a limited, personal, revocable, non-sublicensable license to display a single copy of the Humanity's Team Content and the Third-Party Content located on or available through our Websites or Service (excluding any software code therein) solely for your single, personal, non-transferable and non-commercial use in connection with viewing our Websites and using the Services during the term of your registration. All such use is subject to the terms and conditions set forth in this Agreement and may be terminated by Humanity's Team as set forth in this Agreement. Except for User Content posted by you, you may not copy, store, modify, translate, publish, broadcast, transmit, distribute, perform, display, make available, or sell any Site Content for any purpose whatsoever.

19. Examples of Limitations on Use. Any non-commercial reuse of any portion of the Site Content by a Registered User that falls within what is allowed as "Fair Use" under the United States copyright and trademark law is permitted. In addition to the limitations set forth in Section 18 above ("Limited License"), and by way of example only, no commercial storage, use, reproduction or transmission of any Site Content is permitted under any circumstances. The Websites and the Services may not be used in connection for any commercial purposes except as specifically approved in writing and in advance by an authorized representative of Humanity's Team. Unauthorized framing of or linking to any of our Websites is prohibited. Commercial

advertisements and other commercial content, affiliate links, and other forms of solicitation may be removed by Humanity's Team from the Websites and the Services without notice and may result in termination of registration and subscription and denial of access to and use of the Websites and the Services.

20. Health and Medical Concerns

Some of the Site Content includes information and instruction relating to meditation and exercises. You acknowledge and agree that the following warnings and disclaimers shall apply to all such information and instruction.

Before participating in any meditation or exercise program, we recommend that you consult with a physician or other healthcare provider. Humanity's Team, its staff and the content-providers are not rendering personal medical advice or treatment, including mental health, and have no expertise in advising on, diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.

You acknowledge and agree that when participating in any meditation or exercise program, you assume all risk and responsibility for any results.

21. Reservation of Rights. Humanity's Team Content and Third-Party Content are protected by copyright, trademark, patent, trade secret and other laws. Humanity's Team and its third-party licensors own and retain their respective rights, title and interest in and to their respective content subject only to the limited license granted to Registered Users as set forth above.

22. Other Sites. The Websites may contain third-party advertising and/or links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). However, the inclusion of a link in any of our Websites does not imply Humanity's investigation, evaluation and/or endorsement of such third party website. We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses, entities or individuals, or the accuracy of the content of their advertising or websites. Humanity's Team does not assume any responsibility or liability for the actions, products, services, and/or content of any such websites. Before you purchase goods or services from a third party and/or use any third-party website, you should review the applicable terms of use and privacy policies for such websites. If you decide to access any such linked websites, you do so at your own risk.

23. International Use. Due to the global nature of the Internet, you acknowledge and agree that you are obliged to comply with all applicable laws, rules and regulations regarding the access to and use of the Websites and the Services. By way of example only, you acknowledge and agree that you are obliged to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside, and that restrictions on access to and/or use of some Site Content may apply to users based on their place of domicile, residence and/or use.

24. Take-Down Notices Under the DMCA. Humanity's Team will receive and evaluate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"). Written notices of claimed copyright infringement must be in strict compliance with all terms and conditions of the DMCA and must be submitted according to the procedures set forth in the DMCA to the following Designated Agent for Humanity's Team:

Name of Agent Designated to Receive Notification of Claimed Infringement on Behalf of Humanity's Team, Inc: Director of Content Acquisition and Content

Full Address of Designated Agent to Which Notification to Humanity's Team Should Be Sent:

Director of Operations
Humanity's Team
Inc. 2735B Iris Avenue Suite 3 Boulder
Colorado 80304 United States
Email of Designated Agent: support.team@humanitysteam.org

25. Registered User Disputes. You are solely responsible for your interactions with other Registered Users. Humanity's Team reserves the right, but has no obligation, to monitor disputes between you and other Registered Users.

26. Term and Termination.

This Agreement, as it may be modified from time to time, shall remain in full force and effect for so long as it is posted on any of the Websites or until terminated by Humanity's Team or by you.

You may terminate your status as a Registered User and cancel your account at any time and for any reason, by notifying us by email at support.team@humanitysteam.org, but any such termination and cancellation will be effective only after Humanity's Team has processed the request. If you cancel your account prior to the expiration of your pre-paid subscription period, you will forfeit the Fees paid for any unused portion of your subscription, which are non-refundable. However, you will be able to continue viewing premium content until the expiration of your current pre-paid subscription period. You also acknowledge and agree that the cancellation of your account is your sole right and remedy with respect to any dispute with Humanity's Team.

Humanity's Team reserves the right to suspend or terminate your status as a Registered User, cancel your account, and disable your access to the Websites and Services at any time, with or without notice to you, with or without cause, and without liability to you. Humanity's Team shall have no liability to you or any third party because of such suspension or termination or related action for any reason except as follows: (a) If Humanity's Team elects do so with cause, then no refund of any unused portion of a pre-paid subscription is owing, and (b) if Humanity's Team

elects to do so without cause, then Humanity's Team will refund any unused portion of a pre-paid subscription.

The following sections shall survive any termination of this Agreement, your account, and/or your use of the Service: Section 9 ("Preservation and Disclosure of Account Information and User Content"), Section 12 ("Content"), Section 13 ("Ownership of Content"), Section 14 ("License to Your Content"), Section 16 ("Responsibility for Your User Content"), Section 17 ("Rejection and/or Removal of User Content"), Section 20 ("Health and Medical Concerns"), Section 21 ("Reservation of Rights"), Section 22 ("Other Sites"), Section 23 ("International Use"), Section 25 ("Registered User Disputes"), Section 27 ("Disclaimer of Warranties"), Section 28 ("Waiver of Claims"), Section 29 ("Limitation of Liability"), Section 30 ("Severability"), Section 31 ("Indemnity"), and Sections 34 through 40.

Upon suspension or termination, Humanity's Team shall have no obligation to save any User Content that you may have posted or otherwise provided, and we reserve the right to permanently delete and destroy any of your personal information and/or User Content.

27. Disclaimer of Warranties. You acknowledge and agree that the Websites and the Services are offered without warranties of any kind whatsoever by Humanity's Team and/or the providers of Site Content. The disclaimer of warranties includes, but is not limited to, the following.

(a) Your use of the Websites and the Services is at your sole risk. The Websites and the Services are provided on an "as is" and "as available" basis. Humanity's Team and its parent, subsidiaries, affiliates, successors and assigns, and their respective shareholders, officers, directors, employees, agents, partners, licensors, vendors and contractors (collectively, the "Humanity's Team-Related Parties") expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, with respect to the service, the websites, and any third party websites with which they are linked.

(b) The Humanity's Team-Related Parties are not responsible or liable for any loss, damage, injury or health problems that may result from your use of the Site Content and/or other aspects of the Websites and/or the Services, including but not limited to training programs, recipes, products, services, events and/or information that you may learn about on the Websites and/or the Services, and/or any action or inaction on your part as a result of information you have obtained from the Websites and/or the Services. By way of example only, if you engage in any meditation or exercise program that you receive or learn about through the Websites and/or the Services, and/or if you use any product or service that you receive or learn about through the Websites and/or the Services, you agree that you do so voluntarily, after consulting an appropriate health professional of your choice, and at your own risk, and you agree to release and discharge the Humanity's Team-Related Parties Humanity's Team from any and all claims or causes of action, known or unknown, arising out of the foregoing.

(c) The Humanity's Team-Related Parties make no warranty that the Websites or the Services, the Site Content, and/or the information, products and services available through the Websites or the Service will meet your expectations or requirements, or that you will achieve any particular results from the use of any of the foregoing, or that the Websites or the Services will be uninterrupted, timely, secure, error-free, or free of any harmless components (including viruses, malware, spyware, or comparable components).

(d) You expressly assume the risk, by way of example, of deletion, non-delivery or failure to store postings of User Content, communications, personalized settings, or data, and you acknowledge that the Humanity's Team-Related Parties make no warranties regarding the foregoing.

(e) Any material downloaded or otherwise obtained through the use of our Websites or the Services is accessed at your own discretion and risk, and you will be solely responsible for any loss or damage to your computer system or loss of data that results from the download of any such material.

28. Waiver of Claims. You hereby waive, release and discharge the Humanity's Team-Related Parties from and against any claims that you may be entitled to make by reason of any use of your User Content authorized under this Agreement and/or by reason of your participation in any of the communications and social networking features of the Services, including but not limited to, and by way of example only, any claims based on copyright infringement, trademark infringement, rights of privacy or publicity, defamation and otherwise.

29. Limitation of Liability. To the fullest extent permitted by applicable laws, the Humanity's Team-Related Parties will in no event be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit damages arising from or in connection with any use of the Websites and/or the Services, and/or any website with which they are linked, and/or any content, information, products or services accessible through the Websites and/or the Services, even if any of the Humanity's Team-Related Parties have been advised of the possibility of such losses or damages. Notwithstanding anything to the contrary contained herein, the aggregate liability of the Humanity's Team-Related Parties to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Humanity's Team for the Services.

30. Severability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you. In any such case, and/or if any terms or conditions of this Agreement are held to be invalid for any reason whatsoever, this Agreement shall remain in full force and effect on its remaining terms and conditions of this Agreement unless and until terminated by Humanity's Team. Furthermore, if any term or condition of this Agreement is found by a court of competent jurisdiction to be

invalid, the parties nevertheless agree that the court should endeavor to give effect to the intentions of the parties as reflected in the invalidated provision.

31. Indemnity. You agree to indemnify, defend, and hold harmless the Humanity's Team-Related Parties from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your breach of the terms of this Agreement, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Humanity's Team will use its reasonable best efforts to notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

32. Additional Terms. We may also require you to follow additional rules, guidelines or other conditions ("Additional Terms") in order to participate in certain promotions or activities available through our Websites, to obtain certain premium Site Content through our Websites, and/or for other reasons. In addition, certain Additional Terms will govern your subscription to the Services. These Additional Terms will be posted on the relevant portions of our Websites or on the portions of our Websites that describe the specific promotions, Content, or activities. These Additional Terms are incorporated by reference in this Agreement, and you agree to comply with them when you participate in those promotions, purchase items from our online stores, or otherwise engage in activities governed by such Additional Terms.

33. Modification and Discontinuation. We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Websites and/or the Services, or any portion thereof, with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Websites and/or the Services.

34. Entire Agreement. This Agreement, together with any other terms and conditions referenced herein (including without limitation the Privacy Policy and Additional Terms), constitutes the entire agreement between you and Humanity's Team and governs your use of the Websites and Service, superseding any prior agreements between you and Humanity's Team with respect to the Websites and/or the Services.

35. Choice of Law and Forum. This Agreement and the relationship between you and Humanity's Team shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions. You and Humanity's Team agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Boulder, Colorado.

36. No Waiver. The failure of Humanity's Team to exercise or enforce any right and/or remedy under this Agreement shall not constitute a waiver of such right and/or remedy.

37. Statute of Limitations. You acknowledge and agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Websites, the

Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

38. Relationship of the Parties. You and Humanity's Team acknowledge and agree that they are independently contracting parties dealing at arm's length with each other in connection with the licensing of intellectual property rights and the provision of services. No partnership, joint venture, joint authorship, employment, fiduciary, agency or other relationship is created between them.

39. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, licensees, successors and/or assigns of the parties, as applicable. For avoidance of doubt, you acknowledge and agree that Humanity's Team is fully authorized to assign, sublicense and/or otherwise convey and transfer this Agreement and/or any of its rights under this Agreement at any time, in its sole and absolute discretion, and without compensation of any kind to you.

40. Notices and Questions. If you have any questions regarding this Agreement, please contact us by email at support.team@humanitysteam.org, or by mail at Humanity's Team 2735B Iris Avenue Suite 3 Boulder, Colorado 80304 United States. Except as otherwise specified elsewhere in this Agreement, notices to Humanity's Team may be given at the foregoing email and postal addresses, and notices to you may be given at the address provided to us at the time of registration and/or the purchase of goods and services from Humanity's Team.

41. Modifications to Terms of Service

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, depending on the nature of the change, we will post the changes on this page and indicate at the top of this page the date these terms were last revised and/or notify you, either through the Services' user interface, in an email notification or through other reasonable means and as required by applicable law. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Service from time to time.

42. Privacy At Humanity's Team, we respect the privacy of our users. For details please see our [Privacy Policy](#). By using the Service, you consent to our collection and use of personal data as outlined therein.

43. Fees and Payments You agree to pay the subscription fees and any other charges incurred in connection with your username and password for a Service (including any applicable taxes) at the rates in effect when the charges were incurred. If your subscription includes access to

areas containing premium content or services, your access to such areas may be subject to additional fees, terms and conditions, which will be separately disclosed in such areas. We will bill all charges automatically to your credit card. Subscription fees will be billed at the beginning of your subscription or any renewal. Unless we state in writing otherwise, all fees and charges are nonrefundable. If you want to use a different credit card or there is a change in credit card validity or expiration date, or if you believe someone has accessed a Service using your username and password without your authorization, you must follow the procedures outlined in the Help section. You are responsible for any fees or charges incurred to access a Service through an Internet access provider or other third-party service. Our fees and other charges are subject to change without notice.

44. Limitation of Liability

To the fullest extent permitted by applicable laws, the Humanity's Team-Related Parties will in no event be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit damages arising from or in connection with any use of the Websites and/or the Services, and/or any website with which they are linked, and/or any content, information, products or services accessible through the Websites and/or the Services, even if any of the Humanity's Team-Related Parties have been advised of the possibility of such losses or damages. Notwithstanding anything to the contrary contained herein, the aggregate liability of the Humanity's Team-Related Parties to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Humanity's Team for the Services.

45. Indemnity Humanity's Team is not responsible for any and all third-party views discussed during these programs. You agree to indemnify, defend, and hold harmless the Humanity's Team-Related Parties from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your breach of the terms of this Agreement, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Humanity's Team will use its reasonable best efforts to notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

46. Automatic Renewal Your Subscription will continue for the length of the initial term you select ("Subscription Term") and will automatically renew at the end of the Subscription Term unless you choose to cancel prior to that renewal. Such renewal will be affected at the initial term selected or, at our option, on an annual basis. Your account will automatically be charged at the rates in effect at the time of renewal.

Your subscription will renew automatically, unless we terminate it or you cancel the automatic renewal by logging into humanitystream.tv, go to your Icon dropdown, click on Manage subscription. Click on Contact Support to cancel or pause your subscription. For annual subscriptions, we will notify you of the pending renewal of your subscription at least 30 days

prior to the date your subscription renews, except as otherwise required by law. You must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card.

47. Service Cancellation We reserve the right to cancel your Subscription at any time if you fail to pay amounts owing to us when due, violate or breach any of these Terms, or for any other reason in our sole discretion. If your Subscription is canceled, you will still be responsible for payment of all outstanding balances accrued through the cancellation date, including any fees described herein.

48. Refund Policy If you aren't 100% happy with your purchase, you have 15 days for a prompt 100% refund. To pause or cancel your subscription. log into humanitystream.tv, go to your Icon dropdown, click on Manage subscription, and then click on Contact Support.