

# Power of Partnership dba SafeGenerations

## ONLINE TERMS AND CONDITIONS

*Updated May 25th, 2021*

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Welcome and thank you for your interest in SafeGenerations. We provide consulting, training, and technology services to assist you in cultivating success in the child welfare services industry.

These Terms and Conditions reflect your agreement with us and apply to all our **Services**, including without limitation and by way of example only:

- your proper and authorized use of our **Site**, including all pages related to <https://safegenerations.org>,
- any consulting, training, or technology you receive from us,
- any agreement we make with you to connect you (e.g., your **Customer Agreement**),
- your access to our cloud-based software as a service (SAAS), downloadable software, and mobile applications, if any,
- your access to support services, if any,
- your participation in any survey or contest,
- any **User Content** you may provide to us, and
- your purchase of any of our merchandise.

**THESE TERMS AND CONDITIONS, INCLUDING OUR [PRIVACY POLICY](#) (COLLECTIVELY “TERMS”) ARE A BINDING LEGAL AGREEMENT. PLEASE READ THE FOLLOWING CAREFULLY. BY ACCESSING OUR SITE, EXECUTING AN AGREEMENT WITH US, OR USING OUR OTHER SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY OUR TERMS.**

### 1. **Free Trials.**

These **Terms**, including our [Privacy Policy](#), apply equally to any evaluation or free trial period. If you are using our **Services** under a free trial period, your use of our **Services** is only permitted for the stated time period. Such trial period is provided “**AS-IS**” without indemnification, support, or warranty of any kind, expressed or implied.

### 2. **Changes to Terms.**

We reserve the right to change or cancel our **Terms**, our **Services**, and our other policies and agreements at any time in our discretion. The most current version of our **Terms** is available on our **Site** and shall replace all previous versions. Any revision will have a new “Updated on”

date at the beginning of these **Terms**. Your only recourse, if you disagree with our **Terms**, is to discontinue your access and/or use of our **Services**. Where appropriate, you will be notified of changes to these **Terms** by e-mail or when you next access our **Site** or **Services**. The new **Terms** may be displayed on-screen and you may be required to read and accept the updated **Terms**, however, your use of our **Services** confirms your acceptance of such **Terms**.

### 3. **Services.**

We will use industry-standard procedures to provide our **Services**. Please consult our Disclaimers (#28 below).

Except as may be separately agreed upon in writing, we make no promise to continue to provide our **Services** and may cease to offer, support, maintain, or update our **Services** in our sole and exclusive discretion, which shall not be a breach of these **Terms** or any other agreement we may have with you.

### 4. **Site.**

Our **Site** is merely informational in nature. We may make changes to the **Site** at any time without notice to you, however, we make no commitment to update the **Site** for any reason. In addition, **Information** on the **Site** or our **Services** may be out of date, inaccurate, incomplete, or contain errors or omissions. Any changes or failure to make updates shall not be considered evidence of improper action, a breach of these **Terms**, or grounds for an actionable **Claim** against us. Further, except for these **Terms**, the **Site** shall not form the basis of, or be relied upon in connection with, any contract or commitment whatsoever. **Information** published on the **Site** may refer to **Services** that are not available in your location. We are not responsible for any **User Content** displayed on our **Site**, whatsoever.

### 5. **Accounts and Registration.**

Access to our **Site** does not require an account. You may be required, however, to register for an account to access and use some of our **Services**. When you register for an account, you may be required to provide us with some **Personal Data** (such as your name, e-mail address, credit card information, mailing address, event location, and event dates). You agree that the **Personal Data** you provide to us is accurate. When you register, you may be asked to create a username and/or password. If so, you are solely responsible for maintaining the confidentiality of your login information. You agree to accept responsibility for all activities that occur under your account. You may not use anyone else's username, password, or account at any time. We cannot and shall not be liable for any loss or damage arising from your failure to comply with these obligations. We may need to change your chosen username in certain circumstances, e.g., if another user has already selected your chosen username. For more information on our use of **Personal Data**, please consult our [Privacy Policy](#).

### 6. **License.**

Subject to these **Terms** and any fees we charge to use our **Services**, we grant you a terminable, worldwide, non-exclusive license to use our **Services** solely for their intended purposes.

In the event you are making use of our cloud-based software, you must accept all license terms detailed in **Appendix A** before being granted access to such software.

## 7. Limitations.

- a. We retain all **Intellectual Property** contained in our **Services**. Any unauthorized use of our **Services** may violate **Intellectual Property** and other applicable **Laws**.
- b. We do not grant to you any further license to access, copy, reproduce, modify, prepare, or create **Derivative Works** of, publicly display, publicly perform, sublicense, transfer, assign exploit, or distribute our **Services**, except that you may freely use your own **User Content** and your own photographic stills, audio, video, or audio-video media that you create using our **Services**.
- c. For clarity, you agree, warrant, and represent that you will **not**, without our prior written permission,
  - 1) Use any of our **Services** except as permitted in these **Terms**,
  - 2) Copy, modify, improve, revise, or create **Derivative Works** to our **Intellectual Property** without our prior written permission,
  - 3) Reverse assemble, compile, decompile, disassemble, re-engineer, or reverse compile the whole or any part of our **Intellectual Property**,
  - 4) Sub-license or redistribute any of our **Services** without our prior written permission,
  - 5) Remove any **Intellectual Property** ownership or management information from our **Services**, including, without limitation, patent, trademark, copyright, and/or other restricted rights notices incorporated into our **Services**,
  - 6) Use our **Services** for any illegal purpose whatsoever, or in violation of applicable **Laws**,
  - 7) Provide, post, upload, or distribute any **User Content** that violates a third party's legal rights, is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate,
  - 8) Interfere with our **Services** or any third party's use of our **Services** in any manner,
  - 9) Use our **Services** to make unsolicited offers or advertisements to third parties in violation of any applicable laws,
  - 10) Use our **Services** to attempt to collect **Personal Data** about third parties without their consent,

- 11) Circumvent, remove, alter, deactivate, degrade, or thwart any of our content protections,
  - 12) Frame or utilize any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) displayed on our **Site** or in our **Services** without our prior written permission,
  - 13) Purchase search terms or use any metatags or any other "hidden text" utilizing our names or trademarks without our prior written permission,
  - 14) Attempt to hide your identity, or
  - 15) Use any robot, spider, automated technology, device, or manual process to monitor or copy our **Site** or use any of the same to interfere, or attempt to interfere, with our operations.
- d. You may not attempt to develop your business through use of any part of our **Intellectual Property**. You shall not, directly or indirectly, anywhere throughout the world, present, develop, manufacture, produce, market, sell, or provide any product or service that uses any concepts, formats, presentation methods, terminology and/or other **Intellectual Property** owned by us or that is specifically derived from or attributable to our property.
  - e. Nothing in these **Terms** should be construed as conferring by implication, estoppel, or otherwise, any license or right to you to our **Intellectual Property** except as specifically granted by written agreement, signed by you and us.
  - f. This Section, including all subsections, shall survive termination of your use of our **Services** and any other agreement you may have with us.

## 8. **Bugs/Errors & Updates.**

In the event we or our **Business Partners** discover that **Customer** equipment will not produce the desired results, or **Customer** equipment or a **Services** location hinders, bars, or reduces the quality of the **Services**, **Customer** takes full responsibility and liability for such issues and hereby indemnifies us and our **Business Partners** from and against any liability for such issues. We shall not be responsible or liable for inability to complete **Services** when **Customer** equipment or the **Services location** is faulty or hinders quality. **Customer** will still be responsible for all payments required under the **Customer** Agreement.

In the event you or we discovery bugs or errors in our **Services**, we will endeavor to correct such issues in accordance with industry standards to the extent those issues cause our **Services** to fail in their intended purposes. In the event we are unable to correct such bugs or errors, your only recourse shall be to stop using our **Services**. Please consult our Disclaimers for more information.

You grant us permission to install upgrades, updates, and improvements to our **Services** that are purchased, licensed, or leased from us in our sole reasonable discretion.

## 9. User Content.

For clarification, **User Content** includes, without limitation, photographic stills, text, audio, video, and audio-video media owned by you or used by you with permission from a third **Person**. It may be commentary, a testimonial, or a video. It may include images, names, or a human individual's voice. You are solely responsible for any **User Content** and hold us harmless, and indemnify us and our **Business Partners**, from and against any liability, including attorneys' fees and costs, arising from your use of such **User Content** whatsoever. By way of example only and not by way of limitation, if you post video of an individual, make sure you have that individual's consent.

Any views or opinions expressed in any **User Content** and displayed on our **Site** (with your permission) or elsewhere do not necessarily state or reflect our views or opinions.

Your sole and exclusive remedy for your or any third **Person's** loss or damage to, or caused by, **User Content** will be for us to identify the **User Content** as belonging to you. We do not maintain, backup or otherwise retain **User Content** on your behalf.

## 10. Limited License to SafeGenerations: User Content.

By providing us with any **User Content**, unless otherwise agreed upon in writing, you hereby grant us a royalty-free, nonterminable, world-wide license to view, copy, report on, commingle, and otherwise access and use **User Content** (a) to provide **Services** requested by you, and (b) for any commercial, analytical, or statistical purposes, alone or in combination with other content, whatsoever, and in any form and format. This license shall continue unless terminated by notice to us from you, whereupon we shall delete, pseudonymize, or anonymize your **User Content** on our **Site** or in our possession or control and on any social media within a reasonable period of time of your notice. We shall not be required to remove, alter, or collect **User Content** published or distributed and not under our control prior to your notice of termination.

Except as permitted herein, we will not aggregate, monetize, or otherwise use your **Personal Data** for commercial, analytical, or statistical purposes in any manner that would allow third **Persons** to associate such **Personal Data** with you. For more information, please consult our [Privacy Policy](#).

This Section, including all subsections, shall survive termination of your use of our **Services** and any other agreement you may have with us.

## 11. Release: User Content.

You hereby release, discharge, and agree to save SafeGenerations as well as our Affiliates and **Business Partners**, harmless from any liability whatsoever for any **Claims**, including attorneys' fees and costs, by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in our use of authorized **User Content**, as well as any publication thereof, including, without limitation, any **Claims** for libel, false light, or invasion of privacy.

## 12. Payment.

Fees paid for **Services** are NONREFUNDABLE.

Fees for our **Services** are detailed in a purchase order, invoice, **Customer Agreement**, or other agreement issued by us, which agreements are subject to these **Terms** as if fully included therein ("**Payment**"). You agree that we may bill charges through the **Payment** method specified in your account or as otherwise specified by you, for example, a credit card. You authorize such credit card account to pay any amounts so paid or contributed by you and authorize us and our authorized payment processor (a **Business Partner**) to charge all sums described and authorized to such credit card account. You agree to provide us, or our **Business Partners** who process your **Payment**, with updated information regarding your credit card account upon our request and any time the information earlier provided is no longer valid. We enter into agreements with third-party processors requiring **Personal Data** to be maintained as confidential. To the extent we have knowledge of any request for disclosure of your **Personal Data** relating to **Payments** to a governmental authority or legal process, we will notify you at your last-known email address.

Payment for all **Services** shall be made to SafeGenerations. Payment for all estimated **Services** is due prior to your **Event Date**. Credit card information is maintained on secure servers and is password protected until it is no longer required, at which time it will be deleted.

This Section, including all subsections, shall survive termination of your use of our **Services** and any other agreement you may have with us.

## 13. Audit/Monitoring Rights.

We reserve the right to monitor all use of our licensed **Services**. In the event any monitoring reveals that licensed **Services** are being used contrary to these **Terms**, you will be responsible for the payment to us of:

- additional fees consistent with your actual use of our **Services**, and
- our costs and expenses in performing any such audit (these bullet points are, collectively, "**Assessments**").

Any **Assessments** under this Section shall be without prejudice to any other rights and remedies we may have for breach of these **Terms**. Our decision not to perform an audit shall not relieve you of your obligations under these **Terms**.

This Section, including all subsections, shall survive termination of your use of our **Services** and any other agreement you may have with us for two (2) years.

## 14. Eligibility.

You must be the age of majority in the jurisdiction in which you reside to use our **Services**.

Our **Site** may be accessed by children, but we do not knowingly allow children to purchase, license, or lease **Services** or to provide **User Content** to us without parental permission.

By agreeing to these **Terms**, you represent and warrant to us that: (a) you are the age of majority in your jurisdiction, or are not under eighteen (18) if you reside in the U.S., and are competent to agree to these **Terms**; (b) you have not previously been suspended or removed from using our **Services**; and (c) your use of our **Services** is in compliance with any and all applicable **Laws**. If you are using our **Services** on behalf of a company or organization, your organization has entered into a Master Service Agreement with us, but you must still agree to be bound by these **Terms** on behalf of yourself.

## 15. **Linked Accounts.**

We may, now or in the future, permit you to register for an account, provide **User Content**, or purchase, license, or lease our **Services** through certain **Linked Accounts**. By using a **Linked Account**, you agree that we may access and use any account information from the **Linked Account** that you have configured to be made available to third parties in this manner, and you agree to the **Linked Account's** terms of use regarding your use of our **Site** through that **Linked Account**. If you have reason to believe that your account is no longer secure, you must immediately notify us at [legal@SafeGenerations.org](mailto:legal@SafeGenerations.org). You may alter our access permissions by changing the settings on your **Linked Account**.

## 16. **Your Representations and Warranties.**

You affirm, represent, and warrant that:

- You are the creator and owner of, and/or have the necessary licenses, rights, consents, and permissions to use **User Content**,
- To the best of your knowledge, all **User Content** is true and accurate and transmission thereof to us does not violate any applicable **Laws**,
- **User Content** does not and shall not: (i) infringe, violate, or misappropriate any third-party right, including any **Intellectual Property** or other proprietary right, or (ii) slander, defame, harass, or libel any third party, and
- You will comply with all **Terms** herein.

In addition to all other warranties and indemnifications in these **Terms**, you hereby indemnify and hold us harmless from and against all **Claims** and liability, including attorneys' fees and costs, related to your breach of the representations and warranties in this Section (including subsections).

## 17. **Assignment of Improvements.**

Any **Improvement** to our **Services** is owned by us, even if such **Improvement** is conceived of, developed, or created by you.

In the event you think of or create any **Improvements** based upon or derived from our **Services**, you agree: (a) to promptly notify us of any such **Improvement**, providing all

appropriate information for us to develop and utilize such **Improvement** by contacting [legal@SafeGenerations.org](mailto:legal@SafeGenerations.org) and (b) without the necessity of further agreement, to assign to us all rights, title, and interest in any such **Improvement**. You agree to promptly execute all documents, prepared at our expense, that are reasonably necessary to reflect this assignment without any further consideration.

## 18. Refusal to Provide Services.

You understand and agree that we have the right to refuse to provide **Services** to you or any other individual for any reason in our sole discretion except as otherwise disallowed by applicable **Laws**. We also have the right to remove or delete any **User Content** you provide to us (directly or through our social media or through any link to our social media (e.g. using “@” or “#” with our **Marks**) without notice to you. Such refusal shall not be a breach of these **Terms** or any other agreement with you and shall not subject us to any liability for **Claims**, including attorneys’ fees and costs, without limitation, even if you suffer damages.

## 19. Copyright.

Some portions of our **Services** may be copyrighted and owned solely by us or are used by us under license from a third party. Your unauthorized use of such copyrighted **Services**, in whole or in part, may violate U.S. Copyright **Laws**, as well as other applicable **Laws**. You may not use our copyrighted materials without our written permission.

## 20. Trademarks.

We own the following trademark(s) and trade name(s) (“**Marks**”), whether registered in the U.S., elsewhere in the world, or utilized at common law:

**SafeGenerations**

**Restoring Safety Renewing Hope**

**Power of Partnership**



This list may not be complete and we may own additional **Marks** that are not listed herein. If you have questions about our **Marks**, please contact [legal@SafeGenerations.org](mailto:legal@SafeGenerations.org). You may not use any of our **Marks** without our written permission. Notwithstanding, if you wish to post **User Content** resulting from the use of our **Services** on your own social media or website, you may use #SafeGenerations or @SafeGenerations in that post.

## 21. Intellectual Property Violations



In the event you believe your **Intellectual Property** rights have been violated, please contact [legal@SafeGenerations.org](mailto:legal@SafeGenerations.org) and provide us with all of the following information:

- Your, or your authorized agent's, physical or electronic signature as the **Intellectual Property** owner;
- Identification of the **Intellectual Property** claimed to have been infringed or, if multiple materials are infringed, identification of a representative list of such works, including a link to the original work and any registration certificates if available;
- Identification and location of the infringing material within our **Site**, our social media, or other specific locations within our possession and control;
- Your contact information, including name, physical and email addresses and telephone number(s);
- A statement that you have a good faith belief that the use of the material in the manner asserted is not authorized by you, as the **Intellectual Property** owner, your agent, or the **Law**; and
- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the **Intellectual Property** owner (if filed by an agent).

Note, we require all of the above information. If you send us incomplete information, we will not be able to process your request. We will return your request, indicating what information is missing.

## 22. **Relief for Breach.**

We reserve all rights and remedies at law and equity in the event you breach any of these **Terms** or violate our rights in any manner. You agree that we may proceed with such injunctive or other equitable relief without the necessity of posting a bond as may be available to prevent your breach and, in addition, may pursue an action to recover damages. You agree that if you have cloned or are using a clone of our **Services** (including, without limitation, our **Site**), in whole or in part, or have intentionally or recklessly misutilized our **Services** for yourself or a third **Person** in violation of any **Laws**, for any reason, you shall be liable for all damages incurred by us, any profits you have earned through such breach (without duplication), and you may be subject to an injunction to prevent further breach. We may also terminate your ability to use our **Services**, without reimbursement for **Payments** made to us, for any breach of these **Terms**.

## 23. **Business Partners.**

We may have agreements with **Business Partners**, which partners may change without notice. We do not grant you any rights to further use our **Business Partners'** names or

trademarks without their prior written permission. For information regarding **Personal Data** that may be shared with our **Business Partners**, please consult our [Privacy Policy](#).

## 24. Links/Third-Party Services.

Any reference or link to another company, website, or service does not constitute or imply any ownership, sponsorship, endorsement arrangement, or any other relationship with us. We make no representation regarding these third **Persons** and have no control over how third **Persons** use information, their use of “Cookies,” or the safety of content on their websites. Please consult our [Privacy Policy](#) and the information regarding Linked Sites in that policy. Should you be directed to a third-party website, we disclaim any and all liability whatsoever (as more specifically detailed by our Disclaimers (Section #28)). Should you have any questions regarding these third **Persons** or the information shared, please contact [legal@SafeGenerations.org](mailto:legal@SafeGenerations.org).

## 25. Representation of Condition.

Except as provided herein, our **Services** are provided “**AS IS**” without any warranties, express or implied. You understand and agree that use of our **Services** involves some risk. Accordingly, you hereby assume all risks of use, whatsoever, and waive any rights of action against SafeGenerations, as a result of any injury or condition that may result from such use, and hold us harmless and release us from any and all **Claims**, including attorneys’ fees and costs, arising out of any damage, loss, or injury to you, your employees, contractors, family members, guests, invitees, customers, heirs, and successors, whether such loss, damage, or injury results from our negligence or from any other cause.

## 26. Electronic Communications.

For **Site** visitors or **Service** customers located outside of the EU/EEA, by accessing our **Site** and/or downloading, licensing, accessing, or using our **Services** or contacting us for further information, you consent to receiving our electronic communications.

For **Site** visitors or **Service** customers located within the EU/EEA, we will only communicate with you as detailed in our [Privacy Policy](#).

All recipients of communications from us will be provided with an option to opt out of communications from us in each communication.

You agree that any notice, agreements, disclosure, or other communications that we send to you electronically shall satisfy all legal communication requirements, including that such communications be in writing. Should you wish to opt out of e-mail communications, except for legal notices, please let us know by contacting [unsubscribe@SafeGenerations.org](mailto:unsubscribe@SafeGenerations.org). We will remove your e-mail from our database for such e-mails within a reasonable time period. Notwithstanding, our delay in complying with your opt-out request shall not be considered a breach of these **Terms**.

## 27. Indemnity.

In addition to all other indemnification detailed in these **Terms**, you agree to hold harmless and indemnify us from and against any third-party **Claims**, including attorneys' fees and costs, arising in any way from your acts or omissions that cause damage or injury to such third party.

## 28. Disclaimers and Limitations on Liability.

Except as specifically detailed in any **Customer** Agreement or other agreement you have with us, our **Services** shall not form the basis of, or be relied upon in connection with, any additional contract or commitment whatsoever.

Except as provided herein, our **Services** are provided "**AS IS**" and "**AS AVAILABLE**" without any warranties, express or implied. You understand and agree that use of our **Services** involves some risk. Accordingly, you hereby assume all risks of use, whatsoever, and waive any rights of action against us, as a result of any injury or condition that may result from such use, and hold us harmless and release us from any and all **Claims**, including attorneys' fees and costs, arising out of any damage, loss, or injury to you, your employees, contractors, family members, clients, guests, invitees, customers, heirs, and successors, whether such loss, damage, or injury results from our negligence or from any other cause.

**TO THE EXTENT PERMITTED BY LAW, SAFEGENERATIONS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (i) WARRANTIES OF MERCHANTABILITY, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) EXPECTED OR INTENDED RESULTS, AND (iv) NON-INFRINGEMENT. WE DISCLAIM ANY AND ALL LIABILITY FOR YOUR INABILITY TO USE OUR SERVICES FOR ANY REASON.**

**WE DISCLAIM ANY AND ALL LIABILITY REGARDING THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF OUR SERVICES.**

**IN NO EVENT SHALL SAFEGENERATIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHATSOEVER, WITH RESPECT TO, OR RESULTING FROM, OUR SERVICES.**

**IN THE EVENT SERVICES ARE PURCHASED OR USED IN A JURISDICTION THAT DOES NOT PERMIT ALL OR A PART OF THESE DISCLAIMERS, THE MAXIMUM AMOUNT RECOVERABLE FOR ALL CLAIMS RESULTING IN A FINAL JUDGMENT, WHETHER BROUGHT AT ONCE OR SEPARATELY OVER TIME, SHALL BE RESTRICTED TO THE PURCHASE PRICE PAID FOR THE SPECIFIC SERVICE AT ISSUE (WHICH HAS GIVEN RISE TO THE CLAIM) AND SHALL ONLY BE AVAILABLE TO THE PERSON PURCHASING SUCH SERVICE.**

## 29. Choice of Law/Applicable Laws.

Unless otherwise agreed upon or specified herein, you agree that any legal problems or issues arising as a result of our **Services**, **User Content**, or these **Terms** whatsoever are subject to the **Laws** of the State of Minnesota, U.S.A., unless U.S. Federal laws apply, without giving effect to any principles of conflict of laws. **Jurisdiction** shall only be appropriate in the Minnesota state courts in the county in which SafeGenerations has its principal place of business or closest U.S. District Court over matters concerning **Services**. Further, you and SafeGenerations expressly and irrevocably consent to the personal and subject matter jurisdiction and venue in these courts for any **Claim** made relating to these **Terms** and/or our **Services**. You also agree that, unless against the applicable **Law** in the **Jurisdiction**, you shall only assert **Claims** against us (including any **Persons** associated with us) in an individual (non-class, non-representative) basis, and that you shall not seek or agree to serve as a named representative in a class action or seek relief on behalf of anyone other than yourself.

We administer our **Services** from our offices in Minnesota, USA. We make no representation that our **Services** are appropriate or available for use in your jurisdiction, and access to our **Services** from territories where its content is illegal is prohibited. If you choose to access, download, license, lease, purchase, and/or use our **Services** from outside the United States, you do so on your own initiative and are responsible for compliance with applicable **Laws**.

## 30. Notices.

Any notice, request, demand, or other communication required under these **Terms** must be in writing and will be deemed sufficiently given upon delivery if mailed by U.S. mail, postage pre-paid or by hand delivery. All such notices will become effective on the date of receipt.

Any notice to **SafeGenerations** should be provided to:

SafeGenerations  
8230 West Lake Court  
Chanhassen, Minnesota 55317  
USA

Telephone: 833-SAFEPOP

Questions or comments regarding these **Terms** may be sent to:

[info@SafeGenerations.com](mailto:info@SafeGenerations.com)

- (for questions regarding our **Services**)

[legal@SafeGenerations.com](mailto:legal@SafeGenerations.com)

- (for legal issues or questions regarding these **Terms** (including our [Privacy Policy](#)))

## 31. Definitions.

- a. **Affiliate**” means, for so long as one of the following relationships are maintained, (i) a business entity owned by, controlled by, or under common ownership or control with another **Person** to the extent of more than fifty percent (50%) of the equity (or such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) having the power to vote on or direct the affairs of another or (ii) any **Person** controlled by, controlling, or under common control with another **Person**.
- b. **Business Partners**” are **Persons** with whom we enter into agreements to assist with distributing our **Services**, to process payments, to analyze traffic, and to communicate with you. Independent contractor trainers are Business Partners.
- c. **Claim**” means any disagreement whatsoever, including, without limitation, any controversy, dispute, demand, cause of action, litigation, or other legal or equitable proceeding whatsoever.
- d. **Customer**” means a **Person** entering into a contract with us for the provision of **Services** in addition to these **Terms**. Any reference to “you” in these Terms means any **Person** using our **Services**, including Customers.
- e. **Improvement**” means any alteration, modification, change, or product or service derived from a pre-existing work, product, or service.
- f. **Information,**” means any of our text, artwork, audio, video, or multimedia content on our **Site** or included in our **Services**.
- g. **Intellectual Property**” has the meaning generally and most broadly understood and includes, by way of example and not limitation, (i) all designs, specifications, processes, techniques, technology, drawings, designs, strategies, methodologies, presentations, prototypes, computer programs, models, marketing plans, and inventions, any of which may or may not be represented by patent applications, patents, trademarks, copyrights, moral rights, and trade dress, whether or not registered or registrable, and including all rights to related applications and registrations; (ii) confidential and/or proprietary information, Trade Secrets, ideas, concepts, and know-how; and (iii) publicity rights and privacy rights, all of the above (i), (ii) and (iii) in any form or format.
- h. **Jurisdiction**” for any **Claims** related to these **Terms** or the subject matter herein means the Minnesota, U.S.A. county in which SafeGenerations has its principal place of business or the U.S. Federal District Court of Minnesota.
- i. **Law**” or **Laws**” means all applicable federal, state, and local statutes, rules, regulations, ordinances, and related case law.
- j. **Linked Account**” means an account that you may have with a third-party website or social networking service from which account you are able to link to our **Services**, including our **Site**.

- k. **“Person”** means a human individual and/or a business entity as is applicable.
- l. **“Personal Data”** is defined differently depending where you reside. If you reside in the United States, to the extent appropriate under applicable **Laws**, Minnesota **Law** controls in these **Terms** except as superseded by U.S. Federal law. In the event you are located in the European Union/European Economic Area (**“EU/EEA”**), **Personal Data** will be defined by the applicable **Laws** where you reside, however, these **Laws** shall not over-ride the subject-matter and personal **Jurisdiction** of Minnesota, U.S.A. as defined herein.
- m. **“Services”** means any and all offerings from us to you, including without limitation, our **Site, Information** on such **Site**, training, consulting, software as a service, merchandise, surveys, contests, and other products or services we may offer or provide at any time.
- n. **“Site”** or **“Website”** means <https://www.SafeGenerations.org> and all pages associated with this domain name, any other SafeGenerations Internet websites, and our Affiliates’ Internet websites, excluding **User Content**.
- o. **“Tax”** means any charge, levy, impost, duty (including without limitation goods and services tax, value added tax, sales tax, withholding tax, stamp duty, or transaction duty), fee, deduction, and any interest, fine, or penalty charge that is assessed, levied, imposed, or collected by any government body.
- p. **“Trade Secret”** has the meaning provided by Minnesota law and U.S. Federal law (whichever is broader) as amended from time to time.
- q. **“Transfer”** means any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by request, devise or descent, or other disposition of any kind, including, without limitation, transfers to receivers, levying creditors, trustees, or receivers in bankruptcy proceedings, or general assignees for the benefit of creditors, whether voluntary or by operation of law, directly or indirectly.
- r. **“User Content”** means any information or material provided by you to us in any form or format and through any media or medium and may include, by way of example only, **Personal Data**, audio-video material, linked content, surveys, and contest submissions.

## 32. **General Terms.**

- a. **Confidentiality.** If you and SafeGenerations have executed a confidentiality agreement relating to confidential information belonging to one or both of us, that agreement shall continue in full force and effect and the terms of such agreement are incorporated into these **Terms** as if fully set forth herein.
- b. **Independent Contractors.** All trainers who are not our employees and who are **Business**

**Partners** are independent contractors of SafeGenerations, are not our agents, and may not execute any agreements on behalf of us. Further, such independent contractors are required to maintain insurance for all work conducted. **IN THE EVENT YOU HAVE A CLAIM REGARDING SERVICES COMPLETED BY INDEPENDENT CONTRACTOR TRAINERS OR FOR THE ACTS OR OMISSIONS OF AN INDEPENDENT CONTRACTOR, YOU AGREE THAT ANY SUCH CLAIM IS BETWEEN YOU AND SUCH CONTRACTOR WITHOUT ANY LIABILITY OR CONTRIBUTION FROM US.** Our only obligation will be the identification of the **Customer** Agreement and the **Independent Contractor** Agreement. Further, SafeGenerations is an independent contractor to **Customer**.

- c. **Third-Party Materials.** In the event you request us or one of our independent contractors to use third-party property in completing **Services**, you warrant and represent that you have obtained prior written authorization for the use of such property and hereby hold harmless and indemnify us and our independent contractors against any liability for the use of such property for your benefit.
- d. **Dispute Resolution.** With the exception of any type of **Claim** wherein either you or SafeGenerations is entitled to seek the immediate remedy of a temporary restraining order, preliminary injunction, or such other form of injunctive or equitable relief as may be used by any court of competent jurisdiction to restrain or enjoin the **Person** breaching these **Terms**, or to specifically enforce the provisions of such **Terms**, we both agree to resolve any **Claims** as follows: We shall first attempt to resolve the dispute between ourselves through good faith informal negotiations between the principals. If we are unable to resolve the dispute within thirty (30) days of an initial notice of a **Claim** by one of us to the other, we may then agree to submit the dispute to mediation or, if we do not wish to mediate their dispute, either of us may file an action with a court within the **Jurisdiction** for relief.
- e. **Reservation of Rights.** All **Intellectual Property** contained within our **Services** remains our exclusive property. We reserve all rights not expressly granted to you.
- f. **Assignability.** We may assign all or part of our rights under these **Terms** in connection with a merger, acquisition, asset sale, operation of **Law**, or otherwise without notice to you. You may not assign any of your rights or obligations under these **Terms** whatsoever.
- g. **Entire Agreement.** In addition to any executed **Customer** Agreement, these **Terms** constitute the entire understanding and agreement between you and SafeGenerations with respect to the subject matter covered herein and supersede all other prior agreements, understandings, or statements, written or oral, by or between us, if any, with respect to such subject matter. Notwithstanding, these **Terms** may be amended by us in our sole and exclusive discretion on notice by posting the most recent version of these **Terms** on our **Site** and notification to you if you have an account/registration with us.
- h. **Claims.** In the event you have knowledge of any **Claim** made by a third party against you, or referencing you, and relating in any manner to our **Services**, you will promptly notify us of such **Claim**. You will further assist us with all reasonable assistance in the defense of such **Claim**. No settlement shall be agreed upon without our involvement and approval.
- i. **Severability.** If any provision of these **Terms** is held to be invalid, illegal, unenforceable, or in conflict with applicable **Laws** or public policy, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired and shall remain

in full force and effect and a court of competent **Jurisdiction** will endeavour to modify that clause in a manner that gives effect to the intent of these **Terms**.

- j. **Language.** These **Terms** are to be construed in the English language. Any translated copy provided is for convenience only. The English language shall control in the event of any contradiction between the English language version and a translated version. Further, any **Claim** must be made and determined in the English language.
- k. **Force Majeure.** We will not be liable for any damages to you or to third parties for any delay or default in performance if such delay or default is caused by conditions beyond our control, including, but not limited to, acts of God, Government restrictions, regulations, **Laws**, or sequester, continuing domestic or international problems such as pandemics, epidemics, public health or safety closures, public health advisories, wars, threats of terrorism, or insurrections, strikes, fires, floods, work stoppages, or embargoes. In the event a force majeure event continues for over sixty (60) days, either you or SafeGenerations may terminate any **Customer** Agreement, which termination shall not be considered a breach. All **Terms** that survive beyond termination will continue in full force and effect.
- l. **Construction.** Any reference to “herein” shall refer to these **Terms** generally and not to a specific Section. Headings and fonts are for convenience only. Anything that cannot be done “directly” under these **Terms** may also not be accomplished, and shall be a breach of these **Terms**, if accomplished “indirectly.” Any limitation on the use of our **Services** or our **Intellectual Property** automatically includes a limitation on the use of such property “in whole or in part.” These **Terms** are not to be construed against the drafter. Any reference to “it” or “he” shall include the party so referenced, regardless of gender and whether a human individual or entity.
- m. **Waiver.** Waiver of any provision of these **Terms** must be in writing to be effective. Waiver of any breach of any provision of these **Terms** will not constitute or operate as a waiver of breach of such provision on any other occasion nor a waiver of any breach of other provisions, nor will failure to enforce any provision operate as a waiver of such provision.
- n. **Contests.** In the event we sponsor of contest, only SafeGenerations’ **Customers** will be qualified to enter that contest. In this event, complete contest rules will be available on our **Site**. All **Terms** herein apply to any contest. These **Terms** shall control in the event of any conflict between contest terms and these **Terms**.
- o. **Other Laws.** Nothing in this Agreement shall be construed to limit or negate any common or statutory law, including, without limitation, any such law of torts, fiduciary duties, or trade secrets, where such law provides a party with broader protection than that provided herein. Each of us hereby reserves all rights and remedies not specifically mentioned herein, whether in equity or law.
- p. **Survival.** Sections 16 – 32 of these **Terms**, including all subsections, shall survive termination of your use of our **Services** and any other agreement you may have with us.

## **APPENDIX A: SOFTWARE LICENSE ADDENDUM**

**THIS APPENDIX A APPLIES TO ALL PERSONS LICENSING SAFEGENERATIONS’ SOFTWARE.**



1. **Terms Incorporated.** All terms and conditions of our online **Terms and Conditions**, including our [Privacy Policy](#) are included in this Appendix A as if specifically stated herein.
2. **License.** As long as we continue to make SafeGenerations™ software available, you continue to make Payments required to access that software as a service (SAAS), and you do not breach any of our **Terms**, we grant you a non-exclusive, limited, non-transferrable, terminable license to use SafeGenerations™ software solely for its intended purposes.
3. **Limitations.** You may not (a) tamper with the security of our **Services** or SafeGenerations™ software; (b) access accounts or data not associated with your account; (c) attempt to probe, scan, or test the vulnerability of our **Services** or breach SafeGenerations™ security or authentication measures without proper authorization; (d) attempt to render any part of SafeGenerations™ software unusable; (e) reverse engineer, compile, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of any SafeGenerations™ **Services**; (f) remove, modify, or obscure any copyright, trademark, patent, or other proprietary notice appearing on our **Services**; (g) create any link to our **Site** or frame or mirror any content contained or accessible from our **Services**; (h) use our **Services** for any unlawful purpose.
4. **Your Responsibilities.** You agree you will not use SafeGenerations™ software to (a) track or monitor any **Person** in violation of applicable laws; (b) send spam or otherwise unsolicited messages in violation of applicable laws; (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material; (d) send or store material containing malicious code, including without limitation, viruses, worms, Trojan horses, or other harmful computer code, files, scripts, or programs; and/or (e) violate any of our **Terms**. You agree to inform us promptly if you learn another **Person** is in violation of this license agreement.
5. **Indemnity.** You hereby hold us harmless and indemnify us from and against any liability or damages, including without limitation, attorneys' fees and costs, as a result of **Claims** resulting from your breach of these **Terms**, including this Appendix A.
6. **SafeGenerations Obligations.** Our **Services** are provided "**AS IS.**" We will use commercially reasonable efforts to make SafeGenerations™ software available to you. We cannot guarantee any specific response rate or that our **Services** will be available on a continuous or uninterrupted basis. You understand and agree that **Services** may be inaccessible or unavailable from time-to-time for reasons beyond our control, including without limitation, equipment malfunctions, viruses, periodic maintenance procedures or repairs, or the interruption or failure of communications, network, or transmissions. The limitations of liability contained within our **Terms** are applicable (as are all other sections of the **Terms**) to this Appendix A.
7. **Bugs/Errors.** We agree to (a) provide maintenance services to the extent errors or bugs are discovered, (b) notify you of any material errors reasonably discovered, i.e., those errors that would cause SafeGenerations™ software to fail in its intended purposes, and (c) if such errors are not capable of being repaired, we will reasonably provide notice to you. Your sole remedy for our failure to repair a material error is to stop use of our software and terminate your agreement with us. Failure to repair bugs or errors is not a breach of our **Terms** (including this license).

8. **No Refunds.** In the event our **Services** are inaccessible or unavailable, you shall not be entitled to any setoff, discount, refund, or other credit.
9. **Security.** We will use commercially reasonable efforts to prevent unauthorized access to our software. We will notify you of any known security breaches that are reasonably likely to adversely affect you or your account in accordance with applicable law.
10. **Termination.** The term of your license is one (1) year, and that license will automatically renew each year. You may terminate this license upon notice to us by email at [info@SafeGenerations.org](mailto:info@SafeGenerations.org) thirty (30) days prior to the start of a renewal term. Notwithstanding, in the event you breach these **Terms**, we may terminate this license to you, effective immediately upon your receipt of notice. We may also terminate this license for convenience at any time, effective immediately upon your receipt of notice. Payment for **Services** provided prior to termination shall continue to be due and owing.
11. **Open Source Software.** The following Open Source Software (OSS) is included in SafeGenerations™ software. By accepting this license and using SafeGenerations™ software, you are also accepting the OSS software license as follows:

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