



THE ST. LOUIS INTERNATIONAL MENTORING PROGRAM

WEBSITE TERMS OF USE

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These Terms of Use apply to the website of The St. Louis International Mentoring Program (the “**Program**,” “**we**,” “**us**,” or “**our**”) located at <https://sites.google.com/view/stlismmentor> and any communications you receive from us through our website (the “**Sites**”). The Sites may also include any other Program website on which these Terms of Use are posted or referenced.

When you access or use our Sites, these Terms of Use form a binding agreement (“**Agreement**”) between the Program and you, or if you represent an entity or organization, that entity or organization (in either case “**you**” or “**your**”) regarding your use of the Sites and the information, content, or materials you access through the Sites (“**Materials**”).

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SITES. ALL USE OF THE SITES IS SUBJECT TO YOUR COMPLIANCE WITH THIS AGREEMENT. BY ACCESSING OR USING THE SITES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT USE THESE SITES.

BY ENTERING INTO THIS AGREEMENT, YOU MAY BE WAIVING CERTAIN RIGHTS. IN PARTICULAR, THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION, WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.

1. **ELIGIBILITY.** You may access and use the Sites and Materials only if you are legally able to enter into a binding contract with the Program, and only in compliance with this Agreement and all laws, rules and regulations applicable to your use of the Sites and Materials. The Sites and Materials are not directed to or intended for access by anyone under the age of 13. The Sites is not available to anyone who has been previously removed from the Sites by the Program.
2. **PRIVACY POLICY.** Please review the Program’s [Privacy Policy](#). While the Privacy Policy is not part of this Agreement, it describes our privacy practices related to the collection, use, and disclosure of your information through the Sites.
3. **UPDATES TO TERMS; RIGHT TO UPDATE OR TERMINATE ACCESS.** We may update or change this Agreement from time to time, so we encourage you to periodically review this Agreement. We will post any change to this Agreement on the Sites. It is Your responsibility to check the Sites for updates to this Agreement. Your continued use of the Sites following the posting of any changes to this Agreement signifies that you agree with the terms and conditions of this Agreement. If you do not agree to any updates or changes to this Agreement, you may not use the Sites.
4. **SCOPE OF USE.** All use of the Sites and Materials is for your own personal (if you are an individual) or internal (if you are an entity) use for informational purposes only. Provided that you comply with this Agreement, we invite you to access the Sites and Materials to: (1) review the publications, news and press releases, and other Materials on the Site; (2) learn more about our services and offerings; and (3) request additional information about us and our services and offerings. You may not modify or change any Materials. You will not otherwise use the Site or Materials other than as expressly permitted in the preceding sentence.
5. **OWNERSHIP, TECHNOLOGY, AND RESTRICTIONS.**
 1. The Program and its licensors retain all right, title, and interest, including all intellectual property and proprietary rights, in and to the Sites and all Materials, including any additions, improvements, updates, and modifications thereto. You receive no ownership interest or other rights (other than the rights specified in the “Scope of Use” section above) in or to the Sites or Materials.

2. The Sites and Materials, and the databases, software, hardware and other technology used by or on behalf of the Program to operate the Sites, and the structure, organization, and underlying data, information and software code thereof ("**Technology**"), may constitute valuable trade secrets of the Program and are protected by all applicable laws and international treaties. You will not, and will not permit any third party to: (a) access or attempt to access the Site, Materials, or Technology except as expressly provided in this Agreement; (b) use the Site, Materials, or Technology in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Site or Technology; (c) use automated scripts to collect information from or otherwise interact with the Site or Technology; (d) alter, modify, reproduce, create derivative works of the Site, Materials, or Technology; (e) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of your rights to access or use the Site or Materials or otherwise make the Site or Materials available to any third party; (f) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (g) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Site, Materials, or Technology; (h) monitor the availability, performance, or functionality of the Site, Materials, or Technology; (i) interfere with the operation or hosting of or damage the Site, Materials, or Technology; (j) copy or attempt to copy, in whole or in part, any part of the Site, Materials, or Technology; or (k) alter, obscure or remove any copyright notice, copyright management information, or proprietary legend contained in or on the Site, Materials, or Technology.
6. **FEEDBACK.** Any information, content, or materials you provide to us through the Sites, including any feedback, comments, or suggestions relating to the use, operation, performance, functionality, or features of the Sites ("**Feedback**") is entirely voluntary. We will be free to use any Feedback as we see fit for any purpose and without any notice, payment, or other obligation to you. All use of any Feedback will be at our sole discretion.
7. **TRADEMARKS.** The "**Program Marks**" means all trademarks and service marks (including words, symbols, logos, designs, and other designations) used by the Program in connection with its goods and services. All Program Marks are the exclusive property of the Program. The Program utilizes multiple Program Marks that may appear on the Sites or Materials. This Agreement does not authorize you to use any Program Mark for any reason whatsoever. Any such use is expressly prohibited.
8. **PUBLICATIONS, NEWS, AND PRESS RELEASES.** The Materials may include publications, news, and press releases relating to the Program and its services and offerings. While this information is believed to be accurate as of the date it was prepared, the Program disclaims any duty or obligation related to the accuracy of any Materials.
9. **LINKS TO THIRD-PARTY WEBSITES.** The Sites may include links to websites owned by third parties. All links are provided solely as a convenience. The Program does not endorse any linked websites (or any other third-party websites), or the information, materials, products, or services that are contained in or accessible through those third-party websites. Linked and third-party websites have their own terms and conditions, separate from this Agreement and the Program is not responsible for any linked or other third-party websites or your access to or use of those websites. Access to any linked or other third-party websites is solely at your own risk. You agree that the Program makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party websites accessible by a hyperlink from the Sites or from third-party websites linking to the Sites. You hereby waive any and all claims against the Program with respect to any linked or other third-party websites.
10. **CODE OF CONDUCT.** Please review the Program's Code of Conduct ("**Code of Conduct**") posted on the Sites. The Code of Conduct describes certain prohibited conduct prohibited on the Sites. You agree to use the Sites in compliance with the Code of Conduct.
11. **YOUR REPRESENTATIONS AND WARRANTIES.**
 1. You represent and warrant that: (a) you have the legal right and authority to enter into this Agreement, either for yourself or the entity you represent; (b) this Agreement forms a binding legal obligation on either yourself or the entity you represent; and (c) you have the legal right and authority to perform your obligations under this Agreement.

2. You represent and warrant that your use of and access to the Sites and the Materials will comply with all applicable laws, rules, or regulations and will not cause the Program itself or any other third party to violate any applicable laws. The Program is not responsible for notifying you of any such laws, enabling your compliance with any such laws, or for your failure to comply.

12. WARRANTY DISCLAIMER.

1. THE SITES AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE PROGRAM DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, ADEQUACY, OR CURRENCY OF THE SITES, MATERIALS, THE PRODUCTS AND SERVICES ADVERTISED ON THE SITE, OTHER DATA, INFORMATION OR THIRD-PARTY WEBSITES THAT MAY BE PROVIDED THROUGH THE SITES, OR ANYTHING ELSE PROVIDED BY OR ON BEHALF OF THE PROGRAM THROUGH THE SITES.
2. THE PROGRAM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SITES, MATERIALS, AND OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE PROGRAM OR ITS AFFILIATES, EMPLOYEES OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION.
3. THE PROGRAM MAKES NO WARRANTY THAT THE SITES OR MATERIALS (A) WILL MEET YOUR REQUIREMENTS OR (B) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. ANY PERMITTED USES OF MATERIALS OTHER THAN VIEWING ARE DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY SUCH OTHER PERMITTED USES.

13. LIMITATION OF LIABILITY. THE PROGRAM WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER, CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE BY YOU OR YOUR INABILITY TO ACCESS CONTENT, THE SITES, OR THE MATERIALS CONTAINED IN, OR ACCESSED THROUGH THE SITES, EVEN IF THE PROGRAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF OR ALTERATION TO COMMUNICATIONS CONTENT, OPPORTUNITY, REVENUES, PROFITS OR REPUTATION; BUSINESS INTERRUPTION; OR PROCUREMENT OF SUBSTITUTE CONTENT, GOODS OR SERVICES. THE PROGRAM'S TOTAL CUMULATIVE LIABILITY TO YOU IN CONNECTION WITH THIS AGREEMENT, AND THE SITE AND ANY MATERIALS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$10. YOU AGREE THAT THE PROGRAM WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, THE PROGRAM'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. RELEASE. YOU HEREBY RELEASE EACH OWNER, PRINCIPAL, MEMBER, DIRECTOR, OFFICER, OR EMPLOYEE OF THE PROGRAM FROM ANY AND ALL LIABILITY IN CONNECTION WITH ACCESS TO THE SITES AND MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES OR HARM THAT YOU MAY INCUR IN CONNECTION WITH THE INTERCEPTION OF DATA BY A THIRD PARTY OR ANY EVENT OUTSIDE OF THE REASONABLE CONTROL OF THE PROGRAM.

15. INDEMNIFICATION. You will indemnify, defend, and hold harmless the Program, its affiliates and customers, and their respective officers, directors, members, managers, shareholders, employees, agents, contractors, licensees, users, customers, providers, assigns, and successors in interest ("**Indemnified Parties**") from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, pre- and post-judgment interest, and

settlement amounts) ("**Claims**") that result from any allegation against any Indemnified Party arising in any manner from (1) your access to or use of the Sites or Materials; (2) your violation or alleged violation of applicable laws; (3) your negligence or willful misconduct; or (4) your breach or alleged breach of any provision of this Agreement. The Program will use reasonable efforts to provide you with notice of any such claim or allegation. The Program will have the right to participate in the defense of any such claim at its expense. You will not enter into any settlement that admits any liability on behalf of any Indemnified Parties without the prior written consent of the applicable Indemnified Parties.

16. TERMINATION AND SUSPENSION.

1. You may cease accessing and using the Sites at any time, provided that this Agreement will continue to apply to your prior access to and use of the Sites and any continued access to or use of any Materials.
2. The Program may terminate your access to the Sites or Material, with or without notice, for any or no reason, in its sole discretion, and without liability of any kind. The Program may also, in its sole discretion and at any time, change, modify, or discontinue providing any part of any Site or Materials, with or without notice and without liability of any kind.
3. Upon any termination by the Program of your access to the Sites or Material for any reason: (a) all rights granted to you to access and use the Site or Material under this Agreement will terminate; and (b) you will immediately cease all use of and access to the Site and Material. Any Section of this Agreement which, by its nature, should survive any such termination shall so survive.
4. The Program may also suspend your access to the Sites or any Materials, with or without notice to you, upon any actual, threatened, or suspected breach of this Agreement or applicable law or upon any other conduct deemed by the Program, in its sole discretion, to be inappropriate or detrimental to the Program or any third party.

17. NOTICES. Unless otherwise specified in this Agreement, you will provide any notices required or allowed under this Agreement to the Program by postal mail to the address for the Program on the Sites. The Program may provide you with any notices required or allowed under this Agreement by sending you an email to any email address you provide to the Program. In addition, in the case of any notice applicable both to you and other users of the Sites, the Program may instead provide such notice by posting on the Sites. Notices provided to the Program will be deemed given when actually received by the Program. Notice provided to you will be deemed given 24 hours after posting to the Sites or sending via e-mail. You are solely responsible for updating your email address with the Program.

18. CHOICE OF LAW AND JURISDICTION. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri, U.S.A. without regard to its conflict of laws principles. You agree that any suit or action between the parties arising from or related to this Agreement that is not resolved pursuant to the arbitration process described in the Section titled "Disputes" shall exclusively be resolved in a state or federal court located in St. Louis, Missouri, U.S.A. You irrevocably consent and submit to the personal jurisdiction and venue of such state and federal courts for any such suit or action. You waive any right that you may have to object to the personal jurisdiction or venue of such state and federal courts.

19. EQUITABLE RELIEF. You acknowledge that any breach or threatened breach of this Agreement by you will result in irreparable harm to the Program for which damages would not be an adequate remedy, and, therefore, in addition to its rights and remedies otherwise available at law, The Program will be entitled to seek immediate equitable relief, including injunctive relief, as appropriate. The Program will be entitled to the relief described in this paragraph without the requirement of posting a bond. If the Program seeks any equitable remedies, it will not be precluded or prevented from seeking remedies at law, nor will it be deemed to have made an election of remedies.

20. DISPUTES. You agree that the Program may elect to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement in accordance with the procedures set forth in this Section. If any dispute cannot be resolved through negotiations between the parties, the Program may at any time elect to finally settle such dispute through binding arbitration under the arbitration rules of the American Arbitration Association ("**AAA**") then in effect (the "**Rules**"). The Program may commence the arbitration by delivering a request for arbitration as specified in

the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by the agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the “**Initial Period**”) after the request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by the Program in St. Louis, Missouri U.S.A. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or pleaded to the arbitrator. The award of the arbitrators will require payment of the costs, fees, and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court having proper jurisdiction over the party against which such award will be enforced. You irrevocably submit to the personal jurisdiction and venue of any such courts in any action or proceeding brought to enforce a judgment. Any additional costs, fees, or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

21. **ATTORNEYS’ FEES.** In addition to any other relief, the prevailing party in any action arising out of this Agreement will be entitled to its reasonable attorneys’ fees and costs.
22. **SEVERABILITY.** If any provision or part of this Agreement will be declared illegal, void or unenforceable, the remaining portions will continue in full force and effect to the extent permitted by law insofar as the primary purpose of this Agreement is not frustrated.
23. **WAIVER.** Any waiver by either party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.
24. **CONSENTS.** Whenever the consent or approval of the Program is required hereunder, such consent or approval may be given or withheld by the Program in its sole discretion.
25. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto.
26. **CLAIMS OF INFRINGEMENT.** The Program respects your copyrights and other intellectual property rights and those of other third parties. If you believe in good faith that your copyrighted work has been reproduced on the Sites without your authorization in a way that constitutes copyright infringement, you may notify our designated agent by mail to: The International Mentoring Program of St. Louis, Attn: Copyright Infringement, mentorprogramstl@gmail.com Please provide the following information to the Program: (1) the identity of the infringed work, and of the allegedly infringing work; (2) your name, address, daytime phone number, and email address, if available; (3) a statement that you have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (4) 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 owner; and (5) your electronic or physical signature.
27. **CHANGES TO THE SITES:** We reserve the right to modify, update, interrupt, suspend or discontinue any or all of the Sites (or any part thereof) at our sole discretion, at any time, for any or no reason, and without notice or liability. You agree that the Program shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Sites.
28. **QUESTIONS AND COMMUNICATIONS.** Separate from notices under this Agreement, if you have any questions about this Agreement, you can contact by sending us an e-mail to us at mentorprogramstl@gmail.com

These terms constitute the entire agreement between You and the Program with respect to the subject matter hereof and supersede all prior and contemporaneous proposals, conversations, discussions and agreements between and among the parties relating to the subject matter hereof.

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