TERMS OF USE

Acceptance of Terms

Thank you for visiting https://www.geneticsandsociety.org/ (the "Website"), a website of the Center for Genetics and Society, a fiscally sponsored project of the Tides Center, a California nonprofit public benefit corporation ("Tides", "we", "us", "our"). By using and/or visiting this Website, you agree to these Terms of Use and our Privacy Policy (collectively, "Policies"). You understand that we have the right to update the Policies from time to time by posting revised versions on the Website. By continuing to use the Website or any services made available through the Website ("Services") you agree to the revised Policies. If you do not agree to any of the terms contained in the Policies, please do not use the Website or Services.

Links to Third-Party Websites

The Website may include links to third party websites. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, we will not and cannot censor or edit the content of any third-party website. By using the Website, you expressly relieve Tides from any and all liability arising from your use of the Website as well as any third-party website.

Website Access

We hereby grant you permission to use the Website as set forth in and subject to your compliance with these Terms of Use. You may only use the Website for noncommercial purposes.

Restrictions on Use

You agree not to:

- Use, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit the Website, or enable or permit others to do the foregoing, for any purposes whatsoever except for the noncommercial purposes authorized herein, without the prior written consent of Tides;
- Engage in the use, copying, or distribution of any of the Content other than as expressly permitted herein;
- Circumvent, disable, or otherwise interfere with security related features of the Website, including features that prevent or restrict use

- or copying of any Content, or that enforce limitations on use of the Website or the Content (as defined below);
- Make copies of any part of the Website in any medium, for any purpose, unless you have obtained our prior consent to do so;
- Collect or harvest any personally identifiable information from the Website;
- Solicit any users of the Website for any commercial purposes, including that you may not use any communication systems provided by the Website for any commercial solicitation purposes;
- Use the Website to launch any automated system, including "robots,"
 "spiders," "offline readers," etc., that accesses the Website in a
 manner that sends more request messages to our servers in a given
 period of time than a human can reasonably produce in the same
 period by using a conventional on-line web browser (except that
 operators of public search engines may use spiders to copy materials
 from the Website for the sole purpose of creating publicly available
 searchable indices of the materials; provided that we reserve the right
 to revoke this exception, generally or in specific cases).

Intellectual Property Rights

The content of the Website, including text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content"), and any trademarks, service marks and logos ("Marks"), displayed on or comprising the Website, are owned by or licensed to Tides, and subject to copyright and other intellectual property protections under United States and international laws and conventions. If you download or print a copy of the Content for noncommercial use, you must retain all copyright, trademark, and other proprietary notices contained therein. You acknowledge that you do not acquire any ownership or other rights by downloading or printing such Content. Tides reserves all rights not expressly granted in and to the Website, Content, and Marks.

Warranty Disclaimer & Limitation of Liability

YOU AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK. THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND TIDES, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN

CONNECTION WITH THE WEBSITE, CONTENT, SERVICES, AND YOUR USE THEREOF, TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT THE WEBSITE, SERVICES, OR CONTENT WILL BE: (I) ACCURATE OR COMPLETE; (II) FREE OF ERRORS, INACCURACIES, OR OMISSIONS; (III) FREE OF BUGS, VIRUSES, TROJAN HORSES, AND THE LIKE; OR (IV) AVAILABLE ON AN UNINTERRUPTED OR CONTINUOUS BASIS. WE EXPRESSLY DISCLAIM ANY LIABILITY OR RESPONSIBILITY FOR ANY OF THE FOREGOING, AND FOR ANY: (V) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE WEBSITE, SERVICES, OR CONTENT; (VI) UNAUTHORIZED ACCESS TO OR USE OF INFORMATION ON OUR OR THIRD-PARTY SERVERS, INCLUDING PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION; OR (VII) USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY OR LIABILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE, OR FOR ANY THIRD-PARTY SITE OR ITS CONTENT LINKED FROM THE WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING ON THE WEBSITE. WE WILL NOT BE A PARTY TO OR IN ANY WAY RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY.

IN NO EVENT WILL TIDES, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER WITH RESPECT TO YOUR ACCESS TO OR USE OF THE WEBSITE, SERVICES, OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Indemnity

You hereby agree to defend, indemnify and hold harmless Tides, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses

(including but not limited to attorneys' fees) arising from: (i) your use of and access to the Website or Services; (ii) your violation of these Terms of Use; (iii) your violation of any third party right or any applicable law or regulation, including any copyright, property, or privacy right, and any claim that content you submit via the Website violates any third party right or law or regulation. This defense, indemnification, and hold harmless obligation will survive these Terms of Use and your use of the Website. We will have the right to provide our own defense additionally or alternatively, at our own expense.

Ability to Accept Terms of Use

The Website is not intended for children under 13, and by accessing the Website you affirm that you are at least 13 years of age. You also affirm that you have reached the age of majority in your jurisdiction or possess legal parental or guardian consent, and are fully able and competent to enter into and comply with the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use.

Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

General

These Terms of Use shall be governed by the laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and Tides that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in the State of California. These Terms of Use, together with the Privacy Policy and any other legal notices published on the Website, shall constitute the entire agreement between you and us concerning the Website. If any provision of these Terms of Use is deemed invalid by

a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term in these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Last Updated: April 17, 2023