



My Name My Story

Terms of Use & User Agreement for My Name My Story (MNMS) www.mynamemystory.org

Effective Date December 26, 2011 / Last Updated: May 17, 2013

Welcome to My Name My Story, a Social Enterprise.

The act of browsing the My Name My Story website (www.mynamemystory.org) or engaging in ANY ACTIVITY related to My Name My Story or any of its licensee organizations, constitutes the acceptance of, and to be bound by these Terms of Use & User Agreement, with NO EXCEPTION.

DEFINITIONS.

My Name My Story (hereinafter **MNMS**) is a Youth Led Social Leadership Organization that inspires Empathy, Unity and Tolerance in the Youth Community, while developing leaders.

www.mynamemystory.org (hereinafter Website): is a Uniform Resource Locator (URL) positioned on the World Wide Web for sharing proprietary information of My Name My Story. The definition of Website also includes the MNMS social media presence through channels like Facebook, Twitter, You Tube or any other channel used by MNMS, its Users or its Licensees.

MNMS Stories / MyStory: The term “**MyStory**” refers to a written story submitted to MNMS by the User with or without pictures, video links for the purpose of being published on the MNMS website. The act of submitting a story to MNMS, constitutes the acceptance of these Terms of Use & User Agreement.

Users: Any individual that browses the Website, MNMS Member, MNMS Leader, MNMS Legacy Supporter, MNMS Writer, MNMS Storytellers and ALL other affiliated roles that the organization designates on their Users: These are User of the MNMS, who may or may not post their stories, but are actively involved in promoting MNMS. Such Users do so, voluntarily, for no compensation is cash or kind, contributing time & money to develop the MNMS community. THEY SPECIFICALLY RELEASE ALL WORK DONE IN THE SCOPE OF MNMS TO MNMS FREE & CLEAR FOR USE BY MNMS. All such Users are bound by all the terms of this agreement.

MNMS Live! Events: These are live events coordinated by MNMS in cities across the world. ALL performers, organizers and attendees at these events, are bound by these Terms of Use.

MNMS Drives: Periodically, MNMS conducts various “drives,” books, toys etc. All participants in these drives are also covered by these Terms & Use.

MNMS School Clubs: If approved, MNMS grants to Licensee a nonexclusive, non-transferable, royalty-free, LIMITED right and license to use the Licensed Marks of MNMS in connection with running a Student Led School Clubs. MNMS will make available certain promotional material for school clubs. This authorization specifically prohibits the use of any of the trademark and trade names in any other printed form except in written, paper print or electronic communication. As an illustration, any use of the trademarks for apparel and / or promotional material must be

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directed through My Name My Story. The School Club confirms that the license is given in the spirit of “inspiring the next generation of leaders” and all actions of the club, as such, must be aligned with the philosophy of “Hope – Believe – Succeed – Inspire.” They also confirm that they will represent MNMS in a manner consistent with these Terms & Use. **IMPORTANT NOTE: THE SCHOOL CLUB AND ALL THE CLUB “MEMBERS” OPERATE UNDER THE RULES, REGULATIONS, SUPERVISION AND LIABILITY OF THE SCHOOL. MNMS IS INDEMNIFIED OF ANY AND ALL LIABILITY ARISING OF ANY ACTION OF A MNMS SCHOOL CLUB OR ITS MEMBERS, AND AS REFERENCED IN LIMITATION OF LIABILITY BELOW.**

NO AGENCY: This Agreement shall not be deemed to create any relationship of employment, agency, partnership, or joint venture between any of the parties. Nothing in this agreement shall constitute naming any of the Users of MNMS as an agent or legal representative of My Name My Story for any purpose, and User shall not make such representations. User shall assume complete and full responsibility for all liabilities to third parties incurred in any of the MNMS activities as set forth in the LIMITATION OF LIABILITY below.

ELIGIBILITY. THE SERVICES ARE INTENDED SOLELY FOR ACCESS AND USE BY INDIVIDUALS THAT ARE THIRTEEN (13) YEARS OF AGE OR OLDER. BY ACCESSING AND USING THE SERVICES, YOU ARE CERTIFYING THAT YOU ARE AT LEAST THIRTEEN (13) YEARS OLD. By using the Services, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. If you are merely surfing or browsing through the Sites and have not yet registered to become a Member, your use of the Sites is still subject to this Agreement; if you do not agree to this Agreement, do not use the Services.

SHARING YOUR CONTENT and INFORMATION. Please carefully consider the information you post or submit to the Website, and the information that you provide to other Users through the Website. All submissions and postings must be original works by you. For example, do not post photographs taken by third parties or stories or articles written by third parties, unless you have their prior written permission.

You represent and warrant that: (i) you own Your Content or otherwise have the right to grant the License set forth in this section, and (ii) the use or posting of Your Content on the Website or in any other medium does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any third party. You hereby agree to pay any and all royalties, fees, damages or any other penalties payable to any third party as a result of Your Content on the Website.

We reserve the right, in our sole discretion, to review, modify, reject, or remove Your Content, or to suspend or terminate your access to all or any part of the Website at any time, for any or no reason, with or without prior notice, and without liability. However, MNMS is under no obligation to monitor the content of the Website and assumes no responsibility for any inappropriate content or conduct that is posted or occurs on the Website.

A. AS A STORY TELLER: For all content submitted to MNMS as a “MNMS Story” to be used as a MyStory, MNMS does not claim any ownership rights in any Materials that you submit, post, or display on or through MNMS. After submitting, posting or displaying Materials on or through MNMS or the MNMS Service, you continue to retain all ownership rights in such Materials, and you continue to have the right to use your Materials in any way you choose. But, by submitting, posting or displaying any Materials on or through the



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For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with MNMS (IP License).

B. AS A MNMS SCHOOL CLUB, LEADER, MEMBER OR OTHER USERS (EXCLUDING STORYTELLERS): For all submissions and postings through MNMS and the Website by such Users, MNMS claims ownership rights of any and all Materials that you submit, post, or display on or through MNMS and it's Website. By submitting, posting or displaying any Materials on or through the Website, you hereby grant us an exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any content that you post on or in connection with MNMS. Your information can be used in digital or print media by MNMS and its affiliates royalty & fee free after your submission. Once submitted, MNMS reserves the right to use, free of charge, all or part of this article in future works of MNMS, including but not limited to audio, video, books and lectures, giving reference to the original author and place of publication.

For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your privacy and application settings: you grant us an exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with MNMS (IP License).

When you publish content or information on MNMS, it means that you are allowing everyone, including people off of MNMS, to access and use that information, and to associate it with you (specifically your name and your picture submitted on the Website).

PHOTO AND VIDEO AUTHORIZATION: As a User of MNMS you hereby grant permission to MNMS to use your video-graphed likeness and/or photographic likeness taken during participation in any of the MNMS Activities on MNMS's website, social media and program-related brochures and newsletters and other printed or electronic communications. These will be used in connection with MNMS and will not be provided to third parties for any other use without written consent from MNMS. You also release MNMS and their respective employees from any and all claims arising out of, or in connection with, MNMS' use or any third-party's unauthorized use of your likeness, including, without limitation, claims for invasion for privacy, infringement of your right of publicity, defamation and any other personal and/or property rights.

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DELETION OF SUBMISSION: Should you choose to delete the submission of your story. Inform MNMS of your intent in an email at info@mynamemystory.org – thereafter MNMS will make every effort to remove the posting within 30 days of request.

TERMS OF USE: You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that are made by you including the content of your transmissions to MNMS. By way of example, and not as a limitation, you agree that:

- You will NOT use MNMS if you are under 13.
- We reserve the absolute right to approve or disapprove any submissions that will be posted on MNMS.
- You will be truthful & not falsify on your story submissions.
- MNMS reserves the right to edit your story to the extent that the original intent of the story is conveyed to the end reader.
- You will not submit any story to MNMS that has any information of activities that are of criminal nature. If such information is submitted MNMS may choose to contact the necessary governmental authorities, such submissions are not covered by the MNMS confidentiality agreement.
- MNMS has the right to remove any mention of names of individuals or institution that can identify you beyond your name, city & state.
- You will not Defame, abuse, harass, stalk, threaten or otherwise violate the rights (such as rights of privacy and publicity) of others.
- You will not collect Users' content or information, or otherwise access MNMS, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
- You will not upload viruses or other malicious code.
- You will not bully, intimidate, or harass any User.
- You will not post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- You will not use MNMS to do anything unlawful, misleading, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working of MNMS, such as a denial of service attack.
- You will not use MNMS if you are a convicted sex offender.
- You will not facilitate or encourage any violations of this Statement.
- You will keep your contact information updated.
- You will not upload, post or disseminate content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary right of any party or infringes any intellectual property law or any other applicable law.

INTERNET SAFETY FOR TEENS:

- You will not give out personal information such as your address, telephone number, parents' work address/telephone number, or the name and location of my school without your parents' permission.
- You will tell my parents right away if you come across any information that makes you feel uncomfortable.
- You will never agree to get together with someone you "meet" online without first checking with your parents. If your parents agree to the meeting, you will be sure that it is in a public place and bring a parent along.
- You will never send a person my picture or anything else without first checking with your parents.

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- You will not respond to any messages that are mean or in any way make you feel uncomfortable. It is not your fault if you get a message like that. If I do you will tell my parents right away.
- You will talk with my parents so that they can set up rules for going online and using a mobile phone. They will decide upon the time of day that you can be online, the length of time you can be online and appropriate areas for you to visit. You will not access other areas or break these rules without parents' permission.
- You will check with your parents before downloading or installing software or doing anything that could possibly hurt our computer or mobile device or jeopardize your family's privacy*
- You will be a good online citizen and not do anything that hurts other people or is against the law.

LINKS TO OTHER WEBSITES: The MNMS website contains links to other Web sites. We are not responsible for the content, accuracy or opinions expressed in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

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GENERAL DISCLAIMER: MNMS is not responsible for any incorrect or inaccurate submissions or postings on the Website, whether caused by Users of the Website or by any of the equipment or programming used in or associated with the Website. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any User communication. MNMS is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or high traffic on the Internet or any combination thereof, including any injury or damage to your or to any person's computer related to or resulting from participation or downloading materials in connection with the Website.

MNMS is not responsible for the postings or conduct, whether online or offline, of any User of the Website. Under no circumstances shall MNMS be responsible for any loss or damage, including personal injury or death, resulting from use of the Website, attendance at a MNMS-sponsored event, or from any postings or submissions on or through the Website.

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HOLD HARMLESS AND INDEMNITY: You agree to hold harmless and indemnify, and at MNMS's request defend, MNMS, its parents, subsidiaries, and affiliates, and their respective owners, officers, managers, members, agents, and employees, from and against any third party claim arising from or in any way related to your use of or conduct on the MNMS website, or your Materials, including any liability or expense arising from all claims, liabilities, losses, damages (actual and consequential), suits, judgments, litigation costs, expenses, and attorneys' fees, of every kind and nature. In such a case, MNMS will provide you with written notice of such claim, suit or action.

LIMITATION OF LIABILITY: YOUR USE OF THE MNMS SERVICE IS AT YOUR SOLE RISK. UNDER NO CIRCUMSTANCES WILL MNMS, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE OWNERS, OFFICERS, MANAGERS, MEMBERS, AGENTS, AND EMPLOYEES, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE MNMS SERVICE, WHETHER OR NOT MNMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SUCH LIMITATION OF LIABILITY SHALL APPLY (I) WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE MNMS SERVICE, FROM INABILITY TO USE THE MNMS SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE MNMS SERVICE OR ANY COMPONENT THEREOF (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), AND (II) NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. IF YOU ARE DISSATISFIED WITH THE MNMS SERVICE OR ANY PART OF THE MNMS SERVICE YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE MNMS SERVICE AND ITS RELATED WEBSITE. UNDER NO CIRCUMSTANCES SHALL MNMS BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING ONE THOUSAND DOLLARS (\$100.00). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES (INCLUDING, IN THE UNITED KINGDOM, IN RESPECT OF (I) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF MNMS OR (II) THE TORT OF DECEIT OR FRAUDULENT MISREPRESENTATION), SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU IN SO FAR AS SUCH EXCLUSIONS AND LIMITATIONS ARE NOT PERMITTED.

My Name My Story's trademark and copyright is registered and held by The Dodani Group, LLC. (A CA Limited Liability Company) MNMS operates as a division of the LLC with a hybrid model: a "for-profit" company with a clear social goal to inspire the next generation of leaders and all actions are aligned with the philosophy of "Hope – Believe – Succeed – Inspire." (Read more about the rise of Social Entrepreneurs "Hybrid" model at <http://www.mynamemystory.org/faqs.html>.)

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In the event of any controversy, claim or dispute between the any parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of California. By using any of MNMS material you hereby irrevocably consent to the exclusive jurisdiction and venues of courts in Los Angeles County, California, U.S.A. in all disputes arising from the use of MNMS.

These Terms of Service constitute the entire agreement between you and MNMS with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Service by a party will be effective only if in writing and signed by both parties.

CHANGES & MODIFICATIONS TO TERMS OF USE: This Agreement sets out the legally binding terms for your use of MNMS and may be modified by MNMS from time to time. MNMS reserves the right to modify the Agreement from time to time. MNMS will post any modified version of the Agreement on the Site and your continued viewing and use of MNMS after such a modified version of the Agreement has been posted constitutes your acceptance to such modified version. If you want to use the Services with a mobile device 8 and you have trouble reading the Agreement on such mobile device, please visit the MNMS site at <http://www.mynamemystory.org> to read this Agreement before you accept it on your mobile device by registering and/or accessing or using MNMS. You may also receive a copy of this Agreement by emailing us at: help@mynamemystory.org, Subject: "Terms of Use".

IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOU SHALL STOP USING MNMS. YOUR CONTINUED USE OF THE MNMS SERVICE FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE OR RECEIVING OUR EMAIL NOTIFYING YOU OF THE CHANGE WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

BY USING THIS SITE, I ACKNOWLEDGE THAT I HAVE READ THIS TERMS OF USE & AGREEMENT IN ITS ENTIRETY, AND THAT I UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

If you do not agree to any portion of this agreement, please do not continue to participate in any MNMS Activity or browse the Website.

Please contact info@mynamemystory.org for any questions regarding these terms of Use.

Sincerely,

My Name My Story.
The MNMS Team.