



Career Communications Group, Inc.
729 E. Pratt Street
Ste. 504
Baltimore, Maryland 21202

Terms of Use

1. Agreement

By using the website located at WWW.STEMCITYUSA.COM and all related webpages (collectively the "Site"), you agree to be bound by all of the terms and conditions of these Terms of Use (the "Agreement"). If you do not agree to abide by and be bound by the terms and conditions set forth in this Agreement, or if you do not understand the terms and conditions set forth in this Agreement, immediately terminate your use of the Site. By using the services provided by STEM CITY USA (the "Services"), you acknowledge that this Agreement was provided to you and that you had an opportunity to review and decline to accept this Agreement. For purposes of this Agreement, "STEM CITY USA" means and includes STEM CITY USA METAVERSE LLC and its affiliates, parent company, members, employees, agents and representatives.

2. Services

The Services merely offer a digital community in the metaverse designed to bring resources needed for educational, health, and career success in one place. STEM City USA combines the physical and digital worlds by creating unique digital-in-the-moments (DIM). These DIMs are created with rich User Generated Content (UGC) that delivers an immersive experience where all lives collide and blend into a diverse digital community.

3. Use of Site

You may not use this Site in any way that causes, or may cause, damage to the Site or impairment of the availability of accessibility of the Site. You may not use this Site in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You may not use this Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You may not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Site.

You may not (a) republish material from this Site, (b) sell, rent or sub-license material from this Site, (c) show any material from the Site in public, (d) reproduce, duplicate, copy or otherwise exploit material on this Site for a commercial purpose, or (e) redistribute material from this Site unless

granted an explicit license by STEM City USA Metaverse, LLC or its parent company.

4. Use of Services

You agree to use the Services in a lawful manner. Any use of the Services that STEM City USA, in its sole discretion, finds inappropriate and/or offensive may result in suspension and/or termination of your account with or without notice. STEM City USA reserves the right to suspend and/or terminate your account with or without notice at any time in its sole discretion, for any reason or no reason. In the event of such suspension and/or termination, you agree to make no further use of the Services after termination or during suspension.

5. Restricted Access

Access to certain areas of this Site is restricted. STEM City USA reserves the right to restrict access to areas of this Site, or the entire Site, in STEM City USA's sole discretion. If STEM City USA provides you with a user ID and password to enable you to access restricted areas of this Site or other content or Services, you agree that you are responsible for maintaining the confidentiality of such user ID and password, and you further agree that you are fully responsible for all activities that occur under your account.

6. COPPA Compliance

The Services are intended for persons 13 and older. STEM City USA does not knowingly collect any information from persons under the age of 13. Users are asked to identify their age during the registration process. STEM City USA expressly disclaims, and you expressly release STEM City USA from, any and all liability whatsoever for any controversies, claims, suits, injuries, harm, loss, penalties, damages, arising from and/or in any way related to any misrepresentations regarding the age of any User. STEM City USA reserves the right to suspend and/or terminate with or without notice the membership of any User who it believes has provided false information when registering for and/or using the Services and each User agrees to make no further use of the Services after termination and/or during suspension.

7. User Generated Content

In this Agreement, "User Content" means materials (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this Site, for whatever purpose. You grant to STEM City USA, LLC a worldwide, irrevocable, transferable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your User Content. You acknowledge and agree that your User Content shall not be illegal or unlawful, shall not infringe upon any third party's legal rights, and shall not be capable of giving rise to legal action whether against you or STEM City USA, LLC, its parent company, affiliates, partners, or any third party (in each case under any applicable law).

User Content, including without limitation in connection with Users' profiles, is self-reported and you understand and agree that STEM City USA does not independently verify that any or all of the User Content is appropriate, accurate, timely or complete. You understand and agree that you make your own decisions and assessments about persons to engage or engagements to accept. STEM City USA will not be responsible for the acts of other Users with respect to User Content or otherwise. STEM

City USA expressly disclaims, and you expressly release STEM City USA from, any and all liability whatsoever for any controversies, claims, suits, injuries, harm, loss and/or damages, arising from and/or in any way related to any User Content, including without limitation to any acts of or reliance upon by other Users with respect to such User Content and/or any comments made by Users about others.

8. No Professional Advice; Information Only

The information on the Site and/or provided through the Services is not intended to constitute advice and shall only be relied upon by you at your own risk. STEM City USA does not guarantee the accuracy or completeness of any information posted on the Site. Any information relied upon by you should be independently verified for accuracy. Be advised that STEM City USA reserves the right to change the content of the Site at any time without prior notice.

9. Indemnification

UPON ACCEPTANCE OF THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS STEM City USA, ITS PARENT COMPANY, ITS AFFILIATES, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ITS VENDORS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING ACTUAL ATTORNEYS' FEES, ARISING OUT OF OR ACCRUING FROM (a) ANY SUBMISSION POSTED BY YOU WHICH INFRINGES OR ALLEGEDLY INFRINGES UPON THE INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY; (b) ANY FALSE OR MISREPRESENTED STATEMENT BY YOU IN CONNECTION WITH THE USE OF THE SITE; (c) BREACH OF THIS AGREEMENT; (d) DISPUTES WITH OR BETWEEN OTHER USERS; (e) USE OF THIRD PARTY PAYMENT PROCESSING SERVICES; (f) VIOLATION OF ANY APPLICABLE LAW OR REGULATION; (g) RELIANCE ON ANY INFORMATION IN THE SITE CONTENT; (h) USE OF ANY SERVICES OR PRODUCTS OR ANY CONTRACTS OR ARRANGEMENTS MADE OR PROVIDED BASED ON INFORMATION, CONTENT AND/OR MATERIALS OBTAINED ON OR THROUGH THE SITE; OR (i) ANY ACTION BROUGHT BY A THIRD PARTY AGAINST SITTER NETWORK OR THE OTHER PARTIES TO BE INDEMNIFIED HEREUNDER, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO YOUR ACCESS TO THE SITE, OR YOUR USE OF THE SITE.

10. Suspension, Termination, and Amendment

This Agreement, and the rights granted hereunder, including, but not limited to, your account and the right to use the Site, may be suspended and/or terminated at any time, for any reason or no reason at all, by STEM City USA and without advance notice to you or any other user of the Site. Suspension and/or termination of your account may include restricting access to and use of the Services and may also include the deletion of the User Content associated with your account. You agree to make no further use of the Services during suspension or after termination. STEM City USA reserves the right, but does not undertake any duty, to take appropriate legal action, including without limitation the pursuit of civil, criminal and/or injunctive redress against you for continuing to use the Services during suspension or after termination, and you agree that STEM City USA may recover its reasonable attorney's fees and court costs from you for such actions.

In addition, STEM City USA reserves the right to amend this Agreement and modify, add or discontinue any aspect, content or feature of the Site at any time and without notice to you or any user

of the Site.

11. Intellectual Property

ALL INTELLECTUAL PROPERTY AND INTELLECTUAL PROPERTY RIGHTS OWNED OR LICENSED BY STEM CITY USA AND WHICH ARE USED IN THE OPERATION OF THE SITE AND THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY PATENTS, COPYRIGHTS, TRADEMARKS, INTERNET DOMAIN NAMES, WEB SITES, WEB PAGES, URLS (INCLUDING WITHOUT LIMITATION, WWW.STEMCITYUSA.COM), DIRECTORY NAMES OR OTHER COMPUTER ADDRESSES, SERVICE MARKS, TRADE NAMES (INCLUDING WITHOUT LIMITATION, THE NAME "STEM CITY USA" AND ANY VARIATIONS THEREOF), LOGOS, TRADE SECRETS, DATABASES, SCHEMATICS, KNOW HOW, CONFIDENTIAL AND PROPRIETARY INFORMATION, INVENTIONS, IMPROVEMENTS, DISCOVERIES, CONCEPTIONS, IDEAS, TECHNIQUES, DESIGNS, PRODUCTS, SOFTWARE, DIAGRAMS, MODELS AND OTHER COPYRIGHTABLE MATERIAL, WHETHER REGISTERED OR UNREGISTERED, PATENTABLE OR NON- PATENTABLE, AND ANY APPLICATIONS THEREFOR (COLLECTIVELY "PROPRIETARY MATERIAL") ARE OWNED BY STEM CITY USA OR ITS USERS AND LICENSEES. THIS PROPRIETARY MATERIAL IS PROTECTED IN ALL FORMS, MEDIA AND TECHNOLOGIES NOW KNOWN OR HEREINAFTER DEVELOPED.

STEM CITY USA ALSO OWNS THE COORDINATION, SELECTION, ARRANGEMENT AND ENHANCEMENT OF SUCH PROPRIETARY MATERIALS AS A COLLECTIVE WORK AND/OR COMPI-LATION UNDER THE UNITED STATES COPYRIGHT ACT, AS AMENDED. YOU ACKNOWLEDGE AND AGREE THAT YOU MAY NOT COPY, DOWNLOAD, USE, REDESIGN, RECONFIGURE, OR RE-TRANSMIT ANYTHING FROM THE SITE AND/OR ANYTHING PROVIDED THROUGH THE SER-VICES WITHOUT STEM CITY USA'S PRIOR EXPRESS WRITTEN PERMISSION. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT ALLOWED TO POST, DISTRIBUTE OR REPRODUCE ANY USER CONTENT THAT YOU DO NOT OWN, OR WHICH YOU DO NOT HAVE PERMISSION TO USE. VIOLATION OF THIS POLICY MAY RESULT IN COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS VIOLATIONS AND LIABILITY, AND SUBJECT YOU TO TERMINATION OR SUSPENSION FROM THE SERVICES AND/OR CIVIL AND/OR CRIMI-NAL PENALTIES.

12. No Third Party Beneficiaries

You understand and agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

13. Limited License

Subject to the terms and conditions set forth in this Agreement, STEM City USA grants you a personal, nonexclusive, nontransferable, revocable right to use the Services solely for the authorized purposes stated in these Agreement provided that you do not: (a) copy, modify, distribute, create a derivative work of, publicly perform or publicly display the Services or the Proprietary Materials; (b) reverse engineer, reverse assemble or otherwise attempt to discover any source code; (c) modify or attempt to modify the Services in any manner or form; (d) resell or make any commercial use of the Services or the Proprietary Materials; (e) use any data mining, robots, scrapers or similar data

gathering or extraction methods; (f) use the Services or the Proprietary Materials other than for their intended purpose; or (g) violate this Agreement. Any use of the Services or the Proprietary Materials other than as specifically authorized herein, without the prior written permission of STEM City USA, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

14. Modifications to the Services

STEM City USA reserves the right to modify, change, amend or discontinue entirely all or any portion of the Site and/or Services without notice and without regard to the effects that such modification, change, amendment or discontinuance may have on you or any other User. Under any of the above circumstances, STEM City USA shall incur absolutely no liability to you or any other User of the Site and/or Services arising out of or related to such action.

15. No Joint Venture

This Agreement and your use of the Services do not create an independent contractor, partnership, joint venture, employer-employee or franchiser- franchisee relationship between you and STEM City USA. As such, you shall not have, or hold out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on STEM City USA, except as provided herein or authorized in writing by STEM City USA.

STEM CITY USA IS NOT AN EMPLOYMENT SERVICE OR AGENCY, DOES NOT SERVE AS AN EMPLOYER OF USERS AND DOES NOT RECRUIT USERS FOR EMPLOYMENT, SECURE EMPLOYMENT FOR USERS OR EVALUATE OR TEST USERS FOR EMPLOYMENT PURPOSES.

16. Limitations on Use

In the interest of maintaining the performance and availability of the Services and in enforcing this Agreement, STEM City USA reserves the right to place certain limitations on your access to the Services. You acknowledge that this term supersedes any specific offer made by STEM City USA and that these limitations may be enforced in STEM City USA's sole discretion. If you feel that these limitations are interfering with legitimate use of STEM City USA in keeping with the Agreement, you agree to refer this concern to STEM City USA and abide by the determination of STEM City USA.

17. Disclaimer of Warranties

THE MATERIALS WITHIN THE SITE, THE MATERIALS OF ANY THIRD PARTIES, AND THE SERVICES PROVIDED ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. STEM City USA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON INFRINGEMENT.

STEM City USA MAKES NO WARRANTY WITH RESPECT TO THE FUNCTIONALITY OF THE MATERIALS, SERVICES AND PRODUCTS CONTAINED HEREIN OR THAT SUCH MATERIALS,

SERVICES AND PRODUCTS SHALL OPERATE UNINTERRUPTED OR BE ERROR FREE OR THAT SUCH MATERIALS, SERVICES AND PRODUCTS WILL BE FREE FROM CORRECTABLE DEFECTS OR THAT THE SITE OR ANY THIRD-PARTY LINKS SHALL BE FREE FROM VIRUSES. YOU AGREE THAT YOU ARE USING THE SITE AT YOUR OWN RISK AND WITHOUT RELIANCE ON ANY STATEMENT, ACT OR OMISSION OF STEM City USA WITH RESPECT TO THE SERVICES, THE SITE OR THE USE OF THE SITE. STEM City USA SHALL NOT BE LIABLE FOR, AND YOU EXPRESSLY RELEASE SITTER NETWORK FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE SERVICES.

18. Assumption of Risk

You assume all risks when using the Services, including without limitation all of the risks associated with any online or offline interactions with other Users. You agree to take all necessary precautions when interacting with other Users.

19. Limitation of Liability

YOU EXPRESSLY RELEASE STEM City USA, FROM ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES, LOSSES, HARM AND/OR DAMAGES ARISING FROM AND/OR IN ANY WAY RELATED TO THE SERVICES OR YOUR INTERACTIONS OR DEALINGS WITH USERS, INCLUDING WITHOUT LIMITATION ANY ACTS AND/OR OMISSIONS OF USERS IN ANY WAY USING THE SERVICES, WHETHER ON OR OFF THE SITE. ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES PROVIDED OR YOUR USE OF THE SITE, THE OPERATION OF THE SITE OR THE FAILURE OF THE SITE TO OPERATE, ANY INFORMATION, SOFTWARE, PRODUCTS, THIRD-PARTY LINKS AND SERVICES OBTAINED THROUGH THE SITE, OR ARISING OUT OF THE USE OF THE SITE, INCLUDING ANY THIRD-PARTY LINKS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, AND WHETHER OR NOT SITTER NETWORK HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES. YOU AGREE THAT STEM CITY USA, ITS PARENT COMPANY, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND AFFILIATES, INCLUDING ITS VENDORS, SHALL NOT BE LIABLE TO YOU FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SERVICES AND/OR SITE, INCLUDING YOURSELF. THE EFFECT OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE RIGHTS THAT YOU HAVE PURSUANT HERETO MAY VARY FROM STATE TO STATE. CERTAIN STATES DO NOT PERMIT LIMITATIONS, AS SET FORTH HEREIN, AND, AS SUCH, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU.

20. Notice

Any notice or other communication to be given hereunder shall be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail to the address listed below.

21. General

- (a)** The terms and conditions of this Agreement, their application and the rights and responsibilities as between you and STEM City USA shall be governed by the laws of the State of Maryland without regard to or application of choice of law principles. Any lawsuit or dispute arising out of or related to this Agreement, the Services, or the Site shall be resolved in Arbitration and in no other forum.
- (b)** If any part of this Agreement is found to be invalid, it shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect.
- (c)** This Agreement constitutes the entire agreement between yourself and STEM City USA with respect to the Services and the Site.

22. Contact

STEM City USA may be contacted at:

By Email: info@stemcityusa.com

By Phone: 410.244.7101

By Mail: STEM City Metaverse, LLC, 729 E. Pratt Street, Ste. 504, Baltimore, MD 21202