Terms and Conditions

Entrepreneurship Sports Generation

Entrepreneurship Sports Generation Application Properties

Terms of Use

Effective Date: October 1, 2020

Last Updated: October 1, 2020

PLEASE READ THIS TERMS OF USE AGREEMENT (THE **"TERMS OF USE"**) CAREFULLY. BY ACCESSING OR USING THIS WEBSITE OR ANY OTHER WEBSITE CO-OWNED, CO-OPERATED OR CO-MANAGED BY NESTGSV, INC. (GSVLABS), AND THE GLOBAL EDUCATION AND LEADERSHIP FOUNDATION (TGELF) OR THEIR AFFILIATES OR SUBSIDIARIES, (**COLLECTIVELY "GSVLABS AND TGELF", "US", "WE" OR "OUR"**) WITH LINKS TO THIS AGREEMENT (COLLECTIVELY, THE **"ESG APPLICATION WEBSITE"**) IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE ESG APPLICATION WEBSITE BY GSVLABS AND TGELF OR USERS OF THE ESG APPLICATION WEBSITE, COMPLETING THE REGISTRATION PROCESS, AND/OR MERELY BROWSING THE ESG APPLICATION WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH GSVLABS AND TGELF, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE ESG APPLICATION WEBSITE OR THE ESG APPLICATION SERVICES.

PLEASE BE AWARE THAT SECTION 20 OF THESE TERMS OF USE, BELOW, CONTAIN PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THESE TERMS OF USE. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SITE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THESE TERMS OF USE.

The **" ESG Application Services"** consist of the following, without limitation: GSVlabs and TGELF provide a cloud-based platform for entrepreneurs, including founders of early-stage startup and emerging companies ("**Users"**") to seek out information about the Entrepreneurship Sports Generation ("**ESG ")**, start and complete an application to enter into the Entrepreneurship Sports Generation competition (subject to the rules of the Entrepreneurship Sports Generation), and receive communications and participate in communities of the ESG, including the community of Global Finalists. Such information may include data, text, audiovisual materials, photographs, tags and other materials ("Content"). Your use of, and participation in, certain ESG Application Services may be subject to additional terms (**"Supplemental Terms"**) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the "**Terms."**

PLEASE NOTE THAT The Terms are subject to change by GSVlabs and TGELF in their sole discretion at any time. When changes are made, we will make a new copy of the Terms of Use available at the ESG Application Website and any new Supplemental Terms will be made available from within, or through, the affected ESG Application Service on the ESG Application Website. We will also update the "Last Updated" date at the top of the Terms of Use. If we make any material changes, and you have registered to use the ESG Application Services, we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. Any changes to the Terms will be effective immediately for new Users of the ESG Application Website or ESG Application Services and will be effective thirty (30) days after posting of notice of such changes on the ESG Application Website for existing Users, provided that any material changes shall be effective for Users who have a registered account on the ESG Application Website upon the earlier of thirty (30) days after posting of notice of such changes on the ESG Application Website or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users (defined in Section 2.1 below). GSVlabs and TGELF may require you to provide consent to the updated Terms in a specified manner before further use of the ESG Application Website or the ESG Application Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the ESG Application Website and/or the ESG Application Services. Otherwise, your continued use of the ESG Application Website and/or ESG Application Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. Use of the ESG Application Services and ESG Application Properties.

The ESG Application Website, the ESG Application Services, and the Content (collectively, the "ESG Application Properties") are protected by copyright laws throughout the world. Subject to the Terms, GSVlabs and TGELF grants you a limited right to access and use the ESG Application Services for your own personal or internal business purposes and a limited license to reproduce certain Content set forth on the ESG Application Properties solely for your personal or internal business purposes. Unless otherwise specified by GSVlabs in a separate license, your right to use any ESG Application Properties is subject to the Terms.

1.1 Certain Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the ESG Application Properties or any portion of the ESG Application Website, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other ESG Application Properties (including images, text, page layout or form); (c) you shall not use any metatags or other "hidden text" using the GSVlabs or TGELF name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the ESG Application Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the ESG Application Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the ESG Application Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials) or to record all or any portion of any session; (f) access the ESG Application Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the ESG Application Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the ESG Application Properties. Any future release, update or other addition to the ESG Application Properties shall be subject to the Terms. GSVlabs and TGELF, and our suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the ESG Application Properties terminates the licenses granted by GSVlabs and TGELF pursuant to the Terms.

1.2 Third-Party Materials. As a part of the ESG Application Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for GSVlabs or TGELF to monitor such materials and that you access these materials at your own risk.

2. Registration

2.1 Registering your Account. In order to access certain features of the ESG Application Properties you may be required to become a Registered User. For purposes of the Terms, a **"Registered User"** is a User who has registered an account on the ESG Application Website (**"Account"**).

2.2 Registration Data. In registering for the ESG Application Services, you agree to (1) provide true, accurate, current and complete information about yourself (the **"Registration Data"**); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least thirteen (13) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using the ESG Application Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to (1) notify GSVlabs and TGELF immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of the ESG Application Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. GSVlabs and TGELF reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third-party that a username violates the third-party's rights. You agree not to create an Account or use the ESG Application Properties if you have been previously removed by GSVlabs or TGELF, or if you have been previously banned from any of the ESG Application Properties.

2.3 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the ESG Application Properties, including but not limited to, a mobile device that is suitable to connect with and use the ESG Application Properties, in cases where the ESG Application Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the ESG Application Properties.

3. GSVlabs Perks

GSVlabs may, at its discretion, from time to time, provide you with discounts and credits from third-party service providers ("Perks"). Such Perks must be used as per the specified instructions of GSVlabs and the service provider and within the specified time period or promotion. At the end of the time period or promotional period, your use of the Perks service will expire and any further use of the Perks service is prohibited. GSVlabs cannot guarantee your ability to redeem any specific perk and perk partners can choose to discontinue the program at any timeYou agree to not resell or redistribute any Perks received. GSVlabs reserves the right to revoke or block any User from receiving or continuing to receive Perks upon termination of your Account or breach of these Terms or of GSVlabs Terms and Conditions [LINK]. If you have any questions about the Perks program please contact GSVlabs at community@gsvlabs.com.

4. Responsibility for Content

4.1 Types of Content. You acknowledge that all Content, is the sole responsibility of the party from whom such Content originated. This means that you, and not GSVlabs or TGELF, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (**"Make Available"**) through the ESG Application Properties (**"Your Content"**), and other Users of the ESG Application Properties, and not GSVlabs or TGELF, are similarly responsible for all Content they Make Available through the ESG Application Properties (**"User Content"**).

4.2 No Obligation to Pre-Screen Content. You acknowledge that GSVlabs and TGELF have no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although we reserve the right in our sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content in publicly accessible areas of the ESG Application Properties, including without limitation chat communications conducted over Slack of any other public instant messaging platform. In the event that we pre-screen, refuse or remove any Content, you acknowledge that we will do so for our benefit, not yours. Without limiting the foregoing, GSVlabs and TGELF shall have the right to remove any Content that violates the Terms or is otherwise objectionable.

4.3 Storage. Unless expressly agreed to by GSVlabs and TGELF in writing elsewhere, we have no obligation to store any of Your Content that you Make Available on the ESG Application Properties. We have no responsibility or liability for the deletion of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the ESG Application Properties. Certain ESG Application Services may enable you to specify the level at which such ESG Application Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that we retain the right to create reasonable limits on our use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described in the web pages accompanying the ESG Application Services and as otherwise determined by GSVlabs and TGELF in our sole discretion.

5. Ownership.

5.1 ESG Application Properties. Except with respect to Your Content and User Content, you agree that GSVlabs and TGELF and our suppliers own all rights, title and interest in the ESG Application Properties (including but not limited to, titles, computer code, themes, objects, concepts, artwork, animations, videos, sounds, musical compositions, audiovisual effects, methods of operation, moral rights). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the ESG Application Website, the ESG Application Services, or the ESG Application Properties.

5.2 Trademarks. GSVlabs' and TGELF's stylized names and other related graphics, logos, service marks and trade names used on or in connection with the ESG Application Properties are the trademarks of GSVlabs and TGELF and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the ESG Application Properties are the property of their respective owners.

5.3 Other Contents. Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in the ESG Application Properties.

5.4 Your Content. GSVlabs and/or TGELF do not claim ownership of Your Content. However, when you as a User post or publish or otherwise transmit Your Content on or in the ESG Application Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

5.5 License to Your Contract. Subject to any applicable account settings that you select, you grant GSVlabs and TGELF a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, record, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing the ESG Application Properties to you and to other Users in accordance with the Terms. Please remember that other Users may search for, see, use, modify and reproduce any of Your Content that you submit to any "public" area of the ESG Application Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above**.** You agree that you, not GSVlabs or TGELF, are responsible for all of Your Content that you Make Available on or in the ESG Application Properties.

5.6 Username. Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments or any other area on or in the ESG Application Properties, you hereby expressly permit GSVlabs and TGELF to identify you by your name or username (which must be a valid email address) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

5.7 Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of GSVlabs and TGELF.

5.8 Any Content posted by you on or in the ESG Application Properties (including, but not limited to, on your profile) may not contain nudity, violence, sexually explicit, or offensive subject matter. You may not post a photograph of another person without that person's permission.

6. Feedback.

You agree that submission of any ideas, suggestions, documents, and/or proposals to GSVlabs and TGELF through our suggestion, feedback or similar pages ("Feedback") is at your own risk and that we have no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to GSVlabs and TGELF a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the ESG Application Properties.

7. User Conduct.

As a condition of use, you agree not to use the ESG Application Properties for any purpose that is prohibited by the Terms or by applicable law. You shall not (and shall not permit any third-party) either (a) to take any action or (b) Make Available any Content on or through the ESG Application Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without GSVlabs' and TGELF's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of GSVlabs or TGELF; (vi) interferes with or attempts to interfere with the proper functioning of the ESG Application Properties or uses the ESG Application Properties in any way not expressly permitted by the Terms; (vii) introduce software or automated agents to the ESG Application Services so as to produce multiple Accounts or generate automated messages; or (viii) to attempt or engage in, any potentially harmful acts that are directed against the ESG Application Properties, including but not limited to violating or attempting to violate any security features of the ESG Application Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in the ESG Application Properties, introducing viruses, worms, or similar harmful code into the ESG Application Properties, or interfering or attempting to interfere with use of the ESG Application Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing", or "crashing" the ESG Application Properties.

8. Investigations.

GSVlabs and TGELF may, but are not obligated to, monitor or review the ESG Application Properties and Content at any time. Without limiting the foregoing, GSVlabs and TGELF shall have the right, in their sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although we do not generally monitor user activity occurring in connection with the ESG Application Properties, if we become aware of any possible violations by you of any provision of the Terms, we reserve the right to investigate such violations, and we may, at our sole discretion, immediately terminate your license to use the ESG Application Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

9. Interactions with Other Users.

9.1 User Responsibility. You are solely responsible for your interactions with other Users of the ESG Application Services and any other parties with whom you interact through the ESG Application Services; provided, however, that GSVlabs and TGELF reserve the right, but have no obligation, to intercede in such disputes. You agree that we will not be responsible for any liabilities incurred by you as the result of such interaction and we will not work to resolve any disputes between Users. In exchange for the privilege of accessing the ESG Application Services, you FURTHER agree to release GSVlabs and TGELF from any claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any dispute you have with one or more Users.

9.2 Content Provided by Other Users. The ESG Application Properties may contain User Content provided by other Users. GSVlabs and TGELF are not responsible for and do not control User Content. GSVlabs and TGELF have no obligation to review or monitor, and do not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

10. Third-Party Services.

The ESG Application Properties may contain links to or otherwise integrate with third-party websites and services, including those that help facilitate the resources we make available, such as Perks ("Third-Party Services"). When you click on a link to a Third-Party Service, we will not warn you that you have left the ESG Application Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Services are not under the control of GSVlabs or TGELF. We are not responsible for any Third-Party Services and provide these Third-Party Services only as a convenience. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Parties or their products or services. You access and use all Third-Party Services at your own risk. When you leave the ESG Application Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-PartyServices, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third-party.

11. Indemnification.

You agree to indemnify and hold GSVlabs and TGELF, and our parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the "GSVlabs and TGELF Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the ESG Application Properties; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws, rules or regulations. We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with GSVlabs and TGELF in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Terms, or your access to the ESG Application Properties.

12. Disclaimer of Warranties.

12.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE ESG APPLICATION PROPERTIES IS AT YOUR SOLE RISK, AND THE ESG APPLICATION PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE GSVLABS AND TGELF PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12.1.1 THE GSVLABS AND TGELF PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE ESG APPLICATION PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE ESG APPLICATION PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ESG APPLICATION PROPERTIES WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE ESG APPLICATION PROPERTIES WILL BE CORRECTED.

12.1.2 ANY CONTENT ACCESSED THROUGH THE ESG APPLICATION PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE ESG APPLICATION PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

12.1.3 THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. GSVLABS AND TGELF MAKE NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THESE SERVICES.

12.1.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM GSVLABS OR TGELF, OR THROUGH THE ESG APPLICATION PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

12.1.5 From time to time, GSVlabs and TGELF may offer new "beta" features or tools with which Users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at our sole discretion. The provisions of this section apply with full force to such features or tools.

13. No Liability for Conduct of Third Parties.

YOU ACKNOWLEDGE AND AGREE THAT THE GSVLABS AND TGELF PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE GSVLABS AND TGELF PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

14. No Liability for Conduct of Other Users.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE ESG APPLICATION PROPERTIES. YOU UNDERSTAND THAT GSVLABS AND TGELF DO NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE ESG APPLICATION PROPERTIES.

15. Limitation of Liability.

15.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL GSVLABS OR TGELF PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE ESG APPLICATION PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT GSVLABS OR TGELF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE ESG APPLICATION PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE ESG APPLICATION PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON GSVLABS PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO THE ESG APPLICATION PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

15.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL THE GSVLABS OR TGELF PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED, IF ANY, BY GSVLABS AND TGELF AS A RESULT OF YOUR USE OF THE ESG APPLICATION PROPERTIES. IF YOU HAVE NOT PAID GSVLABS AND TGELF ANY AMOUNTS, GSVLABS' AND TGELF'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO FIFTY DOLLARS ($50).

15.3 User Content. THE GSVLABS AND TGELF PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

15.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GSVLABS, TGELF AND YOU.

16. Procedure for Making Claims of Copyright Infringement.

It is GSVlabs' and TGELF's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to GSVlabs and TGELF by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the ESG Application Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the ESG Application Properties of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for GSVlabs' and TGELF's Copyright Agent for notice of claims of copyright infringement is as follows: Alec Wright, GSVlabs, 2955 Campus Dr #110, San Mateo, CA 94403: Email: alec@gsvlabs.com.

17. Term and Termination.

17.1 Term. The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the ESG Application Properties, unless terminated earlier in accordance with the Terms.

17.2 Prior Use. Notwithstanding the foregoing, if you used the ESG Application Properties prior to the date you accepted the Terms, you hereby acknowledge and agree that the Terms commenced on the date you first used the ESG Application Properties (whichever is earlier) and will remain in full force and effect while you use the GSVlabs and TGELF Properties, unless earlier terminated in accordance with the Terms.

17.3 Termination of ESG Application Services by You. If you want to terminate the ESG Application Services You may do so by (a) notifying GSVlabs and TGELF at any time and (b) closing your Account for all of the ESG Application Services that you use by following the directions on the ESG Application Website. Your notice should be sent, in writing, to the address set forth above.

17.4 Effect of Termination. Termination of any ESG Application Service includes removal of access to such Service and barring of further use of the Service. Termination of all ESG Application Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any ESG Application Service, your right to use such Service will automatically terminate immediately. You understand that any termination of ESG Application Services may involve deletion of Your Content associated therewith from our live databases. GSVlabs and TGELF will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of ESG Application Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

18. Remedies.

18.1 Violations. If GSVlabs and TGELF become aware of any possible violations by you of the Terms, we reserve the right to investigate such violations. If, as a result of the investigation, we believe that criminal activity has occurred, we reserve the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. We are entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the ESG ApplicationProperties, including Your Content, in our possession in connection with your use of the ESG Application Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms; (3) respond to any claims that Your Content violates the rights of third parties; (4) respond to your requests for customer service; or (5) protect the rights, property or personal safety of GSVlabs, TGELF, Users or the public, and all enforcement or other government officials, as GSVlabs and TGELF, in their sole discretion believe to be necessary or appropriate.

18.2 Breach. In the event that we determine, in our sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for the ESG Application Properties, we reserve the right to:

18.2.1 Warn you via e-mail (to any e-mail address you have provided us) that you have violated the Terms;

18.2.2 Delete any of Your Content provided by you or your agent(s) to the ESG Application Properties;

18.2.3 Discontinue your registration(s) with any of the ESG Application Properties, including the ESG Application Services or any GSVlabs or tGELF community;

18.2.4 Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or

18.2.5 Pursue any other action which we deem to be appropriate.

19. International Users.

The ESG Application Website can be accessed from countries around the world and may contain references to ESG Application Properties and Content that are not available in your country. These references do not imply that we intend to announce such ESG Application Properties or Content in your country. The ESG Application Properties are controlled and offered by GSVlabs and TGELF from our facilities in the United States of America. We make no representations that the ESG Application Properties are appropriate or available for use in other locations. Those who access or use the ESG Application Properties from other jurisdictions do so at their own volition and are responsible for compliance with local law.

20. Dispute Resolution.

Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with GSVlabs and TGELF and limits the manner in which you can seek relief from us.

20.1 Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the ESG Application Properties, to any products sold or distributed through the ESG Application Properties, or to any aspect of your relationship with GSVlabs and TGELF, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you, GSVlabs or TGELF may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of these Terms or any prior version of these Terms. IF YOU AGREE TO ARBITRATION WITH GSVLABS AND TGELF, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST GSVLABS OR TGELF ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST GSVLABS OR TGELF IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.**

20.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under $250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at http://www.jamsadr.com/rules-streamlined-arbitration/; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at http://www.jamsadr.com/rules-comprehensive-arbitration/. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, GSVlabs and TGELF will pay them for you. In addition, GSVlabs and TGELF will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Likewise, GSVlabs and/or TGELF will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

20.3 Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you, GSVlabs or TGELF. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

20.4 Waiver of Jury Trial. YOU, GSVLABS AND TGELF HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You, GSVlabs and TGELF are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 20.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

20.5 Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth in Section 21.6.

20.6 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: NestGSV, Inc., 2955 Campus Drive, #110, San Mateo, California 94403 or email address: community@gsvlabs.com, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username (if any), the email address you used to set up your ESG Application account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

20.7 Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

20.8 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with GSVlabs and TGELF.

20.9 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if GSVlabs and TGELF makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to GSVlabs and TGELF.

21. General Provisions.

21.1 Electronic Communications. The communications between you, GSVlabs or TGELF use electronic means, whether you visit the ESG Application Properties or send GSVlabs or TGELF e-mails, or whether GSVlabs or TGELF post notices on the ESG Application Properties or communicate with you via e-mail. For contractual purposes, you (1) consent to receive communications from GSVlabs and TGELF in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that GSVlabs or TGELF provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

21.2 Release. You hereby release GSVlabs and TGELF Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other ESG Application Website Users or third-party websites of any kind arising in connection with or as a result of the Terms or your use of the ESG Application Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.

21.3 Assignment. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without GSVlabs's and TGELF's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. GSVlabs and TGELF may freely assign the Terms.

21.4 Force Majeure. GSVlabs and TGELF shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

21.5 Compliance. If you believe that GSVlabs or TGELF have not adhered to the Terms, please contact us by emailing us at community@gsvlabs.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation.

21.6 Governing Law; Venue. The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of California, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Terms. To the extent the parties are permitted under this Agreement to initiate litigation in a court, you, GSVlabs and TGELF agree that all claims and disputes arising out of or relating to the Terms will be litigated exclusively in the state or federal courts located in San Mateo County, California.

21.7 Choice of Language. It is the express wish of the parties that the Terms and all related documents have been drawn up in English.

21.8 Notice. Where GSVlabs and TGELF require that you provide an e-mail address, you are responsible for providing GSVlabs and TGELF with your most current e-mail address. In the event that the last e-mail address you provided to GSVlabs is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, GSVlabs' and TGELF's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to GSVlabs and TGELF at the following address: NestGSV, Inc., 2955 Campus Drive, #110, San Mateo, California 94403. Such notice shall be deemed given when received by GSVlabs and TGELF by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

21.9 Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

21.10 Severability. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

21.11 Export Control. You may not use, export, import, or transfer the ESG Application Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the ESG Application Properties, and any other applicable laws. In particular, but without limitation, the ESG Application Properties may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the ESG Application Properties, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the ESG Application Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by GSVlabs and TGELF are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer GSVlabs or TGELF products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

21.12 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

21.13 Entire Agreement. The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.