

## TERMS OF USE

### Acceptance of the Terms of Use

Welcome to the website of INTERNATIONAL CULTURE EXCHANGE GROUP ("ICEG", "we" or "us"). The following terms and conditions ("Terms of Use") apply to your use of this website, including any content, functionality and services offered on or through <http://globalwonderland.org> (the "Website").

Please read the Terms of Use carefully before you start to use the Website. **BY USING THE WEBSITE YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND OUR PRIVACY POLICY.** If you do not want to agree to these Terms of Use, you must exit the Website.

### Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

### Intellectual Property Rights

The Website and its entire contents, features, and functionality, including, but not limited to, all information, software, text, displays, articles, opinions, directories, guides, illustrations, images, video and audio clips and advertising copy, as well as the trademarks, logos, domain names, trade names, service marks and any and all copyrightable material (including source and object code) and/or any other form of intellectual property (collectively, the "Material") are owned by ICEG, or other entities, and remain the property of their respective owner(s), and are protected from unauthorized use, copying and dissemination by copyright, trademark, publicity and other laws and by international treaties.

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### Copyright and Copyright Agent

**Comment [wk1]:** Would recommend the replaced language as more comprehensive.

ICEG respects the intellectual property of others and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please promptly provide ICEG ([Info@CultureExchange.us](mailto:Info@CultureExchange.us)) the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Website;
- your address, telephone number and email address;
- a 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;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are either the copyright owner or authorized to act on the copyright owner's behalf.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local and international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate ICEG or an ICEG employee, another user, or person or entity (including, without limitation, the use of e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the ICEG or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including to monitor or copy any of the material on the Website.

- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **Disclaimer of Warranties**

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By accessing this website, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you expressly acknowledge that you have read and understand, and hereby expressly waive, the benefits of section 1542 of the California Civil Code, which provides as follows: "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."

In addition, Internet transmissions are never completely secure or private. You understand that any message or material you send to this Website may be read or intercepted by others. ICEG and its Affiliates are not responsible for any resulting damage to any user's computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure

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### **Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ICEG AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) INCURRED BY ICEG IN CONNECTION WITH ANY CLAIM ARISING OUT OF: ANY BREACH OF THESE TERMS OF USE OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS CONTAINED HEREIN; A CLAIM BY A THIRD PARTY THAT IS BASED ON YOUR USE OF THIS SITE AND/OR YOUR USE OF THE MATERIAL IN VIOLATION OF THESE TERMS; AND/OR INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR MEMBERSHIP ACCOUNT, EVEN IF NOT SUBMITTED BY YOU. YOU WILL COOPERATE AS FULLY AS REASONABLY REQUIRED IN ICEG'S OR ITS AFFILIATES DEFENSE OF ANY CLAIM. ICEG RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF ICEG.

## **Submissions Policy**

Although we welcome your comments, ICEG does not accept unsolicited submissions for its attractions, shows, website and other products. It is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by ICEG's or its Affiliates' staff might seem to others to be similar to their own creative ideas, suggestions or materials. Therefore, please do not make any such unsolicited submissions to ICEG or its Affiliates through this Website or otherwise, including, but not limited to, attractions, shows, set or costume designs, or scripts. We will not review any such submissions, and we cannot guarantee that we will respond to your comments or messages. If at our request you send a submission (for example, requested show ideas or personal opinions), or if despite our request that you not send unsolicited submissions you send such submission, or if you transmit to the Website by electronic mail or otherwise, communications including any data, questions, comments, suggestions, or the like, such submission will not be treated as confidential. None of the information you submit to the Website shall be subject to any obligation of confidence on the part of ICEG and we will not be liable for any use or disclosure. Thus, you give up any claim that any use of such material violates any of your rights, including, but not limited to, moral rights, privacy rights, proprietary or other property rights, publicity rights, and right to credit for the material or ideas contained therein. ICEG shall have the right, throughout the universe, in perpetuity, without any compensation or credit to you, to use, reproduce, modify, adapt, publish, broadcast, license, perform, post, sell, translate, create derivative works from and distribute the submission or incorporate the submission into any form, medium or technology now known or later developed. By submitting materials to the Website or to ICEG or its Affiliates, you represent that such materials are accurate and original with you and do not violate the rights of any third parties, including, without limitation, any intellectual property rights, rights of publicity and/or privacy. You agree and understand that ICEG and its Affiliates are not obligated to use your submission and you have no rights to compel such use.

## **Linking Policy and Links to the Website**

The content of this Website contains intellectual property that is protected from unauthorized use, copying and dissemination by copyright, trademark and other laws. If you link to this Website, we require that you follow these guidelines. You must not establish a link from any website that is not owned by you. The link to this Website must not damage, dilute or tarnish the goodwill associated with any ICEG, or related names and/or intellectual property, nor may the link create the false appearance that your website and/or organization is sponsored, endorsed by, affiliated and/or associated with ICEG. You agree that you will not link to the Website from any source that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts, that contains expressions of racism that is libelous, defamatory, scandalous, or inflammatory or is otherwise inappropriate. If you do link to the Website, you may link only to the home page, and not to any other page, directory or subdomain of the Website. Under no circumstances may you "frame" this Website or alter its intellectual property or content in any way. ICEG reserves the right, in its sole discretion, to terminate a link with any website that it deems inappropriate or inconsistent with the Website and/or these Terms of Use. ICEG is not responsible for the content or performance of any portion of the Internet including other websites to which this Website may

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### **Promotions**

This Website may contain sweepstakes, contests or other promotions that require you to send material or information about yourself. Please note that sweepstakes, contests or promotions offered via the Website may be governed by a separate set of rules that, in addition to describing such sweepstakes, contest or promotion, may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read such rules to determine whether or not your participation, registration and/or entry is valid. You agree to read and comply with such rules before entering any sweepstakes, contest or promotion on this Website.

### **Third Parties**

Your dealings or communications through the Website with any party other than ICEG are solely between you and that third party. Certain areas of the Website may allow you to conduct transactions or purchase goods or services. Third-party partners and vendors may conduct these transactions. Under no circumstances will the Website and/or ICEG or its Affiliates be liable for any goods, services, resources or content available through such third party dealings or communications, or for any harm related thereto. Please review carefully that third party's policies and practices and make sure you are comfortable with those policies and practices before you engage in any transaction. Any complaints, concerns or questions you may have relating to materials provided by third parties should be forwarded directly to such third parties.

### **Governing Law and Jurisdiction**

These Terms of Use and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country and state of residence or any other relevant country and state. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver and Severability**

No waiver of these Terms of Use by ICEG shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement**

The Terms of Use constitute the sole and entire agreement between you and ICEG with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

**Violations of Terms of Use**

ICEG will determine your compliance with these Terms of Use in its sole discretion. Any violation of these Terms of Use may result in restrictions on your access to all or part of the Website and may be referred to law enforcement authorities. ICEG reserves the right to modify or discontinue this Website, or any portion thereof without notice to you or any third party. Upon termination of your access to the Website, or upon demand by ICEG, you must destroy all materials obtained from this Website and all related documentation and all copies and installations thereof. You are advised that ICEG will aggressively enforce its rights to the fullest extent of the law, including, without limitation, the seeking of criminal prosecution against you.

**CONTACT US**

For questions or comments regarding these Terms of Use, please send us a message at [info@cultureexchange.us](mailto:info@cultureexchange.us).

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