

we are one.

Terms of Use

This Terms of Use agreement ("Agreement") is between you and **Juvenation.org** ("**Juvenation.org**", "we", "us" or "our"). Your rights and obligations under this Agreement and in using the Site ("Site") are not assignable. Your use and access of the Site constitutes your acceptance, without modification, of the terms, conditions and notices contained herein. In addition, when using particular **Juvenation.org** services, you shall be subject to any posted guidelines, rules, and policies applicable to such services that may be posted from time to time. All such guidelines, rules, and policies are hereby incorporated by reference into this Agreement.

By using the Site, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU ACCEPT THE TERMS THEREOF. Please read the following terms carefully. If you do not agree to the terms and conditions of this Agreement, you may not access, view, obtain goods or services from, or otherwise use the Site.

You acknowledge that you are 13 years of age or older, and, if under the age of 18, are using this Web site under the supervision of a parent, legal guardian, or other responsible adult. Children under the age of 13 are not allowed to visit or otherwise use the Site. You agree to the terms and conditions of the **Juvenation.org** [Privacy Policy \("Policy"\)](#), hereby incorporated by reference, which details the ways in which we and other parties might use personal information that belongs to you. In accordance with the Policy, we may use information and materials received from you or collected through your use of the Site, and may disclose such information to third parties. Always use caution when giving out any personally identifying information about yourself or your children in using any Site service.

You are responsible for regularly reviewing this User Agreement. **Juvenation.org** reserves the right, at its sole discretion, to change, modify, add, remove or terminate any portion of this Agreement, in whole or in part, at any time, without prior notice. You acknowledge that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this Agreement and will not cause injury to any person or entity; and that you will indemnify **Juvenation.org** or its affiliates for all claims resulting from content you supply.

Site Use

You shall not upload, email, post or transmit to, or distribute or otherwise publish through the **Site** any material which: (i) disrupts the normal flow of dialogue and/or exchange on the Site, including posting or otherwise transmitting material that is not related to the subject at issue or otherwise restricts or inhibits any other user from using and enjoying the **Site**; (ii) is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, harassing, hateful, embarrassing, pornographic, profane, sexually explicit, or indecent; (iii) constitutes or encourages conduct that would constitute a criminal offense, potentially give rise to civil liability (including claims of defamation and/or libel), or otherwise violate the local, state, or national laws of any country; (iv) violates, plagiarizes, or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity, trade secrets, or any other

proprietary right; (v) contains a virus, worm, Trojan horse, or other harmful component; (vi) contains any information, software, or other material of a commercial nature; (vii) contains solicitations or advertisements of any kind; (viii) constitutes or contains false or misleading indication of origin or statement of fact; or (ix) contains chain letters or pyramid schemes.

You will not create or participate in any activity determined by **Juvenation.org** to have been created for the purpose of exchanging or swapping images, music, or other protected intellectual property.

We reserve the right to release information to the proper authorities, as a result of a violation of this Agreement, our standards or unlawful acts. **Juvenation.org** has the right, but not the obligation, to refuse service, terminate accounts, or remove or edit content, in its sole discretion.

By posting messages, creating or modifying a home page, chatting, uploading files, inputting data, transmitting e-mail, or engaging in any other form of communication (individually or collectively "Communications") to or through the **Site**, you hereby grant to **Juvenation.org** a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications throughout the world, in all media now known or hereafter developed. You hereby waive all rights to any claim against **Juvenation.org** for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.

You will be responsible for your own Communications and the consequences of posting or otherwise transmitting those Communications. **Juvenation.org** does not represent or guarantee the truthfulness, accuracy, or reliability of any material posted or otherwise transmitted by **Site** users or endorse any opinions expressed by such users. **Juvenation.org** does not screen, monitor or approve Communications from our Web site users in advance. If we receive notification about a user regarding Communications which allegedly do not conform to this Agreement, **Juvenation.org** has the right, but not the obligation, to investigate the allegations and determine at its sole discretion whether to remove or request the removal of the Communication. We have no liability or responsibility to users for performance or nonperformance of such activities. **Juvenation.org** reserves the right to expel users and prevent their further access to the **Site** for violating this Agreement or violating the law. We have the right, but not the obligation, to remove Communications that are abusive, illegal, disrespectful, disruptive, or otherwise problematic.

Juvenation.org may immediately, without prior notice, issue a warning, temporarily suspend, indefinitely suspend, or terminate your use of and access to the Site, at our sole discretion, for any reason, whether with or without cause or warning, and without liability. Your sole remedy against **Juvenation.org** in the event of a dispute arising out of this Agreement, the Site or your use thereof, is to terminate this Agreement by ceasing your use of the Site. In the event of termination of this Agreement, **Juvenation.org** may delete and/or store, in its discretion, data associated with your use of the Site. **Juvenation.org** may also change, suspend, or discontinue any aspect of the **Site** at any time, including the availability of any Web site feature, database, or content.

Disclaimers

The **Site** contains information and press releases about us. While this information was believed to be accurate as of the date prepared, we disclaim any liability arising from its accuracy and any duty or obligation to update this information or any other content. Our Site may include statements concerning our operations, prospects, strategies, financial condition, future economic performance, and demand for our products or services, as well as our intentions, plans, and objectives that are forward-looking statements. These statements are based upon a number of assumptions and estimates that are subject to significant uncertainties, many of which are beyond our control. When used on the Site, words like "anticipates," "expects," "believes," "estimates,"

"seeks," "plans," "intends," and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. The **Site** and the information contained herein do not constitute an offer or a solicitation of an offer for the sale of any securities. None of the information contained herein is intended to be, and shall not be deemed to be, incorporated into any of our securities-related filings or documents. **Juvenation.org** makes no warranty, express or implied, with respect to the content, information, or services provided through, or in conjunction with, the **Site**. We make no guarantee of the accuracy, correctness or completeness of any information on the Site, and shall not be responsible for: (i) any errors of omission arising from the use of such information; (ii) any failures, delays or interruptions in the delivery of any content or service contained within the **Site**; and (iii) any defamatory, libelous or unlawful material contained within the Site, including user Web pages, resumes, emails, profiles, opinions, advice, statements, memorandums or discussion board postings, or materials related to a users' use of the Site's chat features. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. You acknowledge that neither **Juvenation.org** nor its Web site members, while such members are participating in the Site, are engaged in rendering legal, medical, counseling, or other professional services or advice. We encourage you to seek appropriate professional advice for any situation or problem that you may have. **Juvenation.org** has the right, but not the obligation, to correct any errors or omissions in any portion of the **Site**.

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Statute of Limitations; Indemnification

Any cause of action you may have with respect to your use of the **Site** must be commenced within one year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

You shall defend or settle at your sole expense any claim or suit, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission, (collectively, an "Action") against **Juvenation.org** and/or each of its affiliates, directors, officers, agents, employees or sublicensees, (collectively, the "Indemnitee") to the fullest extent permitted by law arising out of or in connection with (1) an assertion that the information, content or other materials or services provided or made available by you or the use thereof may infringe any copyright or trademark rights of any individual or entity, or are a misappropriation of any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials; (2) any breach by you of your obligations under this Agreement; and (3) any content provided by you in a chat room, message board, e-mail, or home page (created or used by you) on the **Site**, or statements made by you in the **Site** or through other media. You shall indemnify and hold harmless the Indemnitee from and against any and all damages, costs, liabilities and attorneys' fees incurred in defending and/or resolving such Action. Notices under this Agreement shall be sufficient only if in writing and transmitted via personal delivery, delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to **Juvenation.org**. This Agreement and the Policy contain the entire agreement between you and **Juvenation.org**.

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Juvenation.org respects the intellectual property rights of others and expects our users to do the same. The policy of **Juvenation.org** is to terminate the accounts of repeat copyright offenders and other users who infringe upon the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide **Juvenation.org's** Designated Copyright Agent, identified below, with the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512: (1) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (4) information reasonably sufficient to permit us to contact the complaining party; (5) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and (7) any other materials or information as may be required by the DMCA as amended from time to time.

Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to the Juvenation.org Designated Copyright Agent using the following contact information:

Rachael Lewinson
copyrights@juvenation.org
JDRF
120 Wall St.
New York, NY 10005
Phone: 1-800-533-CURE
Fax: 212-479-7646

ALL INQUIRIES NOT RELEVANT TO THE ABOVE PROCEDURE WILL RECEIVE NO RESPONSE.

Dispute Resolution (Arbitration Clause)

Binding Arbitration. You and Juvenation.org each agree to submit to binding arbitration in the event of a dispute, controversy or claim (each, a “Dispute”) arising out of or in connection with this Agreement, your or Juvenation.org’s rights and obligations under this Agreement, the Site, the use of the Site, and/or the information, services and/or products that may be provided by or through or in connection with the Site. The arbitration will be held in the Commonwealth of Pennsylvania before one arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a dispute as a class action. You also expressly waive your right to a jury trial. At the option of the first party to commence an arbitration, the arbitration will be administered either by the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), or JAMS, Two Embarcadero Center Suite 1100 San Francisco, CA 94111 (www.jamsadr.com). In the event you are the first party to commence an arbitration, and you fail to select an arbitration organization within 30 days after providing notice to Juvenation.org of such arbitration, Juvenation.org may select the organization. You may obtain a copy of the rules of each organization by contacting the organization. In the event that any Dispute cannot be submitted to binding arbitration pursuant to the rules of any such organization, such event shall not affect the enforceability of this clause so long as the Dispute may be submitted to binding arbitration with one of the organizations. You and Juvenation.org shall agree on one arbitrator to conduct the arbitration and the arbitrator shall be selected pursuant to the applicable rules. Each party shall be responsible for its own attorney, expert and other fees, unless such fees are awarded by the arbitrator to the prevailing party. Notwithstanding anything to the contrary in this Section, to the extent you have in any manner violated or threatened to violate Juvenation.org’s intellectual property rights, Juvenation.org may seek (and you will not contest) injunctive or other appropriate relief in any state or federal court in the Commonwealth of Pennsylvania, and you consent to exclusive jurisdiction and venue in such courts.

Arbitration Final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state law concerning arbitration, governs all arbitration under this clause. Any court having jurisdiction may enter judgment on the arbitrator's award. If any part of this clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. Notwithstanding anything to the contrary contained herein, if the waiver of class action rights contained herein is not enforceable as to any person or persons, such non-enforceability shall apply to such person or persons only, and all other persons shall continue to be governed by the Arbitration Clause.

Giving Up Right of Class Action. This Agreement provides that all Disputes will be resolved by binding arbitration and not in court or by jury trial. IF A DISPUTE IS ARBITRATED, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST JUVENATION.ORG INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. WITHOUT LIMITATION, THIS INCLUDES GIVING UP YOUR RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION AS SET FORTH IN ANY STATE STATUTE.

California Residents. If you are a California resident, to the extent permitted by California law, you 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” as well as any other unknown claims under California Civil Code Section 1542 or any statute or common law principle of similar effect.

Choice of Law; Jurisdiction and Venue; Waiver of Trial By Jury

To the maximum extent permitted by law, this Agreement is governed by the laws of the Commonwealth of Pennsylvania, excluding any law or conflicts of law principle that would apply the law of another jurisdiction. To the extent a Dispute is not governed by the Arbitration Clause, you hereby consent to the exclusive jurisdiction and venue of courts in the Commonwealth of Pennsylvania in all disputes arising out of or relating to the use of the Site or under this Agreement; provided, however, that in the event Juvenation.org is sued or joined by a third party in any other court or in any other forum in respect of any matter which may give rise to a claim by Juvenation.org hereunder, you consent to the jurisdiction of such court or forum over any claim which may be asserted by Juvenation.org therein. You irrevocably consent to the exercise of personal jurisdiction by such courts in any such action. In addition, and notwithstanding the foregoing, you irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon you and may be enforced in any court in which you are subject to a jurisdiction by a suit upon such judgment. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. To the extent a claim is not governed by the Arbitration Clause, Juvenation.org and you each hereby waive the right to a trial by jury in any court and in any suit, action or proceeding, whether in tort, contract, or otherwise, in which any such party is a party, as to any claim arising out of or in connection with this Agreement, your or Juvenation.org's rights and obligations under this Agreement, the Site, use of the Site, and/or the services and/or products that may be provided by or through or in connection with the Site.

Viewing Outside the United States

Juvenation.org makes no claims that the Site may be lawfully viewed, accessed or used outside the United States. Access or use of the Site may not be legal by certain persons or in certain countries. If you access or use the Site from outside of the United States, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction.

Inquiries regarding this policy should be directed to info@juvenation.org

Last Updated on November 20, 2008

PLEASE RETAIN A COPY OF THIS Agreement FOR YOUR RECORDS.