

STUDENT TO WORLD TERMS & CONDITIONS

Date of Last Revision: June 20, 2023

Updated tech requirements for our new online platform.

GLOBAL NOMADS GROUP “GNG”

Global Nomads Group believes in a world in which every person’s inherent worth and dignity are honored. Since 1998, Global Nomads Group has provided transformative, safe and justice-advancing online experiences that connect global youth across distance and difference. We leverage technology to connect youth with their global peers to explore and respond to the issues they care most about – from individual identity to global hunger to human rights. Whether participating in live conversations or exchanging stories in our online courses, young people are able to listen intently, share viewpoints, and explore both the similarities and differences in their lives. These eye-widening, mind-opening, and perspective-shifting exchanges are at the core of our programming and allow youth to powerfully experience our shared humanity. Global Nomads Group is a 501(c)3 nonprofit organization.

STUDENT TO WORLD

Overview: Student to World is an online educational program for youth ages 13-19 years old. Designed by our Content Creation Lab youth interns and rooted in storytelling, Student to World allows youth to learn about a global topic through activities, media resources, and stories created by youth from around the world. Each course provides an age-appropriate introduction to pressing issues. Youth learners can read real, impactful stories from other youth course participants around the world, share their own, and participate in moderated live conversations. Student to World includes access to online courses that allow for asynchronous story exchange and optional live facilitated events for real-time conversations with fellow participants.

Timeframe: The online courses include 4 modules where each module takes approximately 3-4 hours to complete, depending on participant age and learning level, for a total of 12-16 hours for the whole course. Each module asks youth to learn about the content through text, images, and videos, then explore stories created by other youth participants via an interactive map, and finally share their own story.

Participants have access to watch video versions of the modules that include closed captioning in English and Arabic as well as American Sign Language interpretation. Each video module is about 15 minutes long. They can also choose to listen to the modules via the audio function.

All topics align to Asia Society Global Competencies, 21st Century Skills, The Collaborative for Academic, Social, and Emotional Learning’s (CASEL) standards, UN Sustainable Development Goals, and, depending on the particular topic, the United States Next Generation Science Standards, the United States National Arts Standards, or the United States Common Core English Language Arts Standards.

Optional Live Events: Live events held via Zoom may be offered as an additional way for participating youth to engage with other youth participants of Student to World. These events will be scheduled in advance and dates and times will be shared via email. Events aim to provide participants a space to discuss the global issue within their course, how they connect to the UN Sustainable Development goals, and, as the next generation of global leaders, share actions that could be taken in their local and global communities. These live events are held in English, are optional, no cost to join, and open to all Student to World participants regardless of the topic they chose.

Technology: Due to the personalized learning nature of the program, it's important each participant has access to a device with reliable internet access to participate in this online program. If participants are sharing devices, please allocate additional time to posting of the story assignments to ensure all participants have equal opportunity to contribute content.

Participation in Student to World includes access to:

1. **Online Courses:** GNG's customized online courses are created by our Content Creation Lab, a youth internship program that engages youth to drive the design of the course content with the support of GNG staff. Course content is then uploaded to a private online platform developed by Global Nomads Group. All courses on the platform are only accessible to registered participants.
2. **Live Events (Optional):** Student to World includes access to optional live events. Live events will be offered at various points throughout the year and held via Zoom and in English at this time. GNG staff host the events and trained near-peer facilitators guide small breakout room engagement among the participants. Our live events are optional and we do our best to accommodate our diverse participants by scheduling dates on various days and times. We are not able to schedule live events for one specific group of participants or class at this time. We hope participants can take advantage of this exciting opportunity by connecting in class or from home as a supplement to their online course experience.

PARTICIPANT RESPONSIBILITIES

To ensure a high-quality global learning experience, please:

- Ensure you have access to a technology device (laptop, desktop, tablet, or smartphone) with reliable internet;
- If desired, request and review the Facilitator Guide and reach out to our staff with questions or concerns;
- If joining a live event, please connect at least 5 minutes prior to the event to ensure your microphone and audio work and attend all scheduled sessions that you've committed to; and
- Abide by the other terms and covenants contained in the Participation Agreement attached hereto as **Exhibit A**.

EXHIBIT A

These terms and conditions (this “Agreement”) is made by and between you (as a participant “Participant” at least 13 years of age, the parent or legal guardian, the “Parent”, or as a school teacher, principal, or coordinator, “School Personnel”) and Global Nomads Group, a not-for-profit organization (“GNG”), as of the date you click “I accept”. The Participant or Parent is agreeing to this Agreement in order to gain access to Student to World, a program presented by GNG (the “Program”).

Participation in the Program is also subject to our Privacy Policy (available at <https://gng.org/privacy>), which provides additional information on how we collect, use, share, and store personal information.

The following Terms & Conditions define the relationship between Global Nomads Group and you. We understand that terms can be confusing and so we’ve done our best to establish clear expectations and write this agreement with Plain English summaries below each section. The summaries are not intended to modify or interpret the obligations of the terms and, unlike the terms, do not operate as a legally binding arrangement. If the summary conflicts in any way with the terms, the terms will control.

By clicking the check box, you agree to the following terms:

Section 1. Treatment of Certain Information; Confidentiality.

You hereby agree to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed: (a) to the extent required by any regulatory authority purporting to have jurisdiction over such person; (b) to the extent required by applicable law or by any subpoena or similar legal process; (c) to any other party to this Agreement; (d) in connection with the exercise of any remedy hereunder or any action or proceeding relating to this Agreement or the enforcement of rights hereunder; (e) with the consent of GNG; or (f) to the extent such Information becomes publicly available other than as a result of a breach of this Section 1.

For purposes of this Section, “Information” means all information, data, documents and other materials received from GNG or any person, employee, agent, representative, officer, or director of, or affiliated with or relating to, GNG (collectively, a “Related Party”) or any of their respective businesses or organizations, other than any such information that is available to the Parent on a non-confidential basis prior to disclosure by GNG.

Summary: *You may not disclose certain confidential information provided by GNG (or its employees) to others, such as data, documents, and other materials. You may, however, disclose any information that was already public knowledge or available to you on a non-confidential basis before accepting this Agreement. In addition, you may disclose confidential information if:*

- *the disclosure is to your colleagues (and they must also keep the information confidential);*

- *you are required to disclose confidential information by law, however, you may not reveal more confidential information than requested;*
- *the person or entity you disclose the confidential information to is GNG or another organization named in this Agreement;*
- *you need to disclose confidential information to enforce the terms of this Agreement;*
- *GNG has shared in writing that you may reveal confidential information; or*
- *the confidential information becomes public but not because you violated your obligations of confidentiality under this Section.*

Section 2. Intellectual Property.

ARTICLE I. You hereby acknowledge and agree that in providing the Program, GNG may utilize, create or develop proprietary materials, reports, models, documentation, know-how and processes that may or may not be created specifically by GNG for the Participant or Parent (“GNG Materials”). You acknowledge and agree that (a) GNG owns all right, title and interest in and to all GNG Materials, (b) no GNG Materials are transferred, assigned or licensed to you and (c) you hereby assign to GNG all of its or their respective rights, title, and interest, if any, in and to each of the GNG Materials and all associated intellectual property rights.

ARTICLE II. You hereby acknowledge and agree that certain services provided by GNG may be based on or may contain or use web sites, software programs or other intellectual property owned by third parties and that such third parties claim to own patents, copyrights or other intellectual property rights that cover implementation of those services. You hereby acknowledge and agree that this Agreement does not convey any license to any such third party patents, copyrights, and other intellectual property rights and that you are solely responsible for any intellectual property infringement claims made by such third parties that relate to your use of such intellectual property.

Summary: *Participation in Student to World does not give you any ownership rights to our intellectual property. We respect copyrights, trademarks, and brands. Please respect ours, too!*

Section 3. User-Generated Content.

ARTICLE I. You hereby acknowledge and agree that participation in the Program results in the creation, authorship, or development of any pictures, photographs, or work products (collectively, “Work Product”). By submitting Work Products on any of the Sites, you hereby grant Global Nomads Group a perpetual, irrevocable, transferable, sublicensable, worldwide, royalty-free, license to host, store, copy, publish, display, distribute, provide access to, modify or create derivative works of, and otherwise use

Work Products in any form or context we deem appropriate on or through any media or medium and with any technology or devices now known or hereafter developed or discovered.

Summary: *An important aspect of Student to World is having participants write themselves into the curriculum and sharing their individual stories with other participants. We do this by including many stories that participants create in our Global Peer Story library. By engaging in this program, you give us permission to review and include your stories (which could range from prose, poems, and/or photos) to the Global Peer Story library.*

Section 4. Consent.

You hereby give any consent required under all laws applicable to the management, confidentiality and release of Participant related-information (including the Family Educational Rights and Privacy Act of 1974, as amended) for the collection, processing or sharing of any related-personal identifiable information or other information by GNG or GNG's related parties. In addition, you hereby acknowledge that GNG, as a not-for-profit organization, is exempt from the requirements of the Children's Online Privacy Protection Act of 1998, as amended.

Summary: *You consent to the collection, processing, or sharing of any personal information needed to participate in the Student to World program.*

Section 5. Termination.

GNG may terminate this Agreement or remove any Participant from the Program at any time, in its sole discretion, by providing written notice thereof to you. Upon termination or expiration of this Agreement, you shall return to GNG any items in its possession containing any information of GNG or any GNG Materials provided by GNG thereto.

Summary: *GNG may end this Agreement or remove you from the Program at any time (for any reason or no reason) by notifying you in writing (email being sufficient). You must return any GNG materials or any items in your possession containing GNG's confidential information when this Agreement ends.*

Section 6. Representations and Warranties.

You represent and warrant that (i) you are a Participant at least 13 years of age, the parent or legal guardian of any Participant accessing the Program, or an authorized School Personnel, (ii) you have the full power and right to enter into this Agreement, (iii) you comply, and shall comply at all times during the term of this Agreement, with any and all laws applicable to the management, confidentiality and release of Learner-related information (including the Family Educational Rights and Privacy Act of 1974, as amended) and has given, and shall give, any consent required under such laws for the collection, processing or sharing of any Participant-related personal identifiable information or other information by

GNG or GNG's related parties, and (iv) this Agreement creates a valid and binding obligation of the Parent, enforceable in accordance with its terms.

Summary: *You guarantee that you are legally able to accept this Agreement and will follow all laws relating to your personal information. You have also agreed to the collection, processing, or sharing of your personal information as required under applicable laws and accept this Agreement as a legally binding contract.*

Section 7. Indemnification.

ARTICLE I. Indemnification. You shall indemnify GNG (and any sub-agent thereof) and all Related Parties (GNG and each such person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, investigations, litigations, damages, judgments, liabilities and related costs and expenses, including reasonable attorney's fees, charges and disbursements, (collectively, "Claims") asserted by any person arising out of, in connection with, or as a result of (i) Participant, Parent, or School Personnel's breach of this Agreement or any representation contained herein, (ii) Participant, Parent, or School Personnel's use of the Program or any services contemplated under this Agreement, or (iii) Participant, Parent, or School Personnel's violation of law rule, or regulation. Such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (i) the willful misconduct of any Indemnitee or any Related Party of any Indemnitee (or such Indemnitee's or Related Party's affiliates, controlling persons or its or their respective directors, officers, employees, partners, agents, advisors or other representatives), (ii) any material breach of this Agreement by the party to be indemnified (or such indemnified person's affiliates, controlling persons or its or their respective directors, officers, employees, partners, agents, advisors or other representatives) or (iii) disputes, claims, demands, actions, judgments or suits not arising from any act or omission by the Participant, Parent, or School Personnel, brought by an indemnified person against any other indemnified person. GNG reserves the right to assume the defense of any Claim subject to indemnification under this provision, at GNG's sole expense. You shall not settle any Claim subject to indemnification under this provision without GNG's prior written consent. Upon GNG's reasonable request, and at GNG's sole expense, you shall fully cooperate with GNG and the Related Parties (as applicable) in the defense of any Claim subject to indemnification under this provision.

ARTICLE II. Survival. The Participant, Parent, or School Personnel's obligations under this Section 6 shall survive the termination of this Agreement.

Summary: *You agree to indemnify GNG and its affiliates (each, an "Indemnitee") against any losses, damages, or liabilities that relate to any claims related to your content. However, this does not include claims for losses involving willful misconduct of the Indemnitees, a material breach by any of the Indemnitees, or actions not arising from any act or omission by you or your affiliates. Your indemnification obligations will continue even after this Agreement ends.*

Section 8. Limitation of Liability.

In no event shall GNG be liable for any measure of damages, including any direct, indirect, incidental, special, consequential or punitive damages (including lost revenue, profits or savings) arising out of or relating to this Agreement. A School's sole remedy arising out of or relating to this Agreement shall be the re-performance of any services (as applicable) provided under this Agreement.

Summary: If you bring a lawsuit against GNG (or its affiliates), GNG will not be responsible for money damages. You may only seek the re-performance of the applicable services.

Section 9. Disclaimer.

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE PROGRAM AND ALL SERVICES HEREUNDER ARE PROVIDED "AS-IS" AND GNG DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT THERETO. GNG DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

Summary: The Program and all GNG services are provided "as-is." GNG does not guarantee or promise anything about the Program. You may not rely on any statements made by GNG about the Program or GNG's other services.

Section 10. Governing Law; Jurisdiction; Etc.

ARTICLE I. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

ARTICLE II. Jurisdiction. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ANY OTHER PARTY HERETO OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OR TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK , AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, IN ANY WAY RELATING TO THIS AGREEMENT OR ANY RELATIONSHIP OR THE TRANSACTIONS RELATING

HERETO OR THERETO MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE LAW.

ARTICLE III. Waiver of Venue. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN ARTICLE II OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

Summary: As GNG is headquartered in New York, the laws of the State of New York will govern this Agreement and any disputes relating to it. You will only bring legal actions relating to this Agreement in New York courts and agree to New York jurisdiction. You agree that the judgements made by these New York courts will be final and apply in other jurisdictions. You will not object to the venue of New York courts for legal actions relating to this Agreement.

Section 11. Use of Name; Publicity.

GNG's trademarks, service marks and trade names are the property of GNG, and you agree that it shall not use (directly or indirectly) or register any of GNG's trademarks, service marks or trade names without GNG's prior written approval. You shall not remove or alter any trademark, service mark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in materials by GNG without GNG's approval.

Summary: You will not use (directly or indirectly) any of GNG's trademarks unless GNG provides written consent. In addition, you will not remove or alter any trademark, copyright or other proprietary notices appearing in GNG materials without GNG's written consent.

Section 12. Independent Contractor.

The status of GNG (including its employees, contractors and volunteers) shall be that of an independent contractor and not that of a servant, agent or employee of you. GNG shall not hold itself out as, or claim to be acting as, an employee, agent, or servant of you or any affiliate. GNG is not authorized to, and shall not make any agreements or representations on behalf of the Participant, Parent, School Personnel, or any affiliate. For purposes of this Agreement, an "affiliate" means any corporation, other entity or person that directly or indirectly controls or owns, is controlled or owned by, or is under the common ownership or control with a party. All employees, contractors and volunteers of GNG shall work under GNG's supervision. You shall neither have nor exercise control or direction over the means and methods by which GNG shall provide or perform the Program.

Summary: *GNG (and its employees, contractors, and volunteers) will not be your employee or agent. GNG (and its employees, contractors, and volunteers) will be an independent contractor. GNG does not have the authority to enter into any agreements on your behalf. You will have no control or direction over the ways GNG runs the Program or other services.*

Section 13. Assignment and Waiver.

Neither party may assign its duties, rights, or interests under this Agreement unless the other party shall so approve by prior written consent. Any attempted assignment in violation of this Agreement shall be null and void. No delay or failure by either party to exercise any right, power or remedy it has hereunder shall operate as a waiver of such right, power or remedy. A waiver by any party of any breach shall not be construed to be a waiver of any succeeding breach.

Summary: *The obligations under this Agreement are specific to you and may not be transferred to others (unless GNG consents). In addition, you and GNG do not waive your rights under this Agreement by failing to enforce those rights.*

Section 14. Entire Agreement; Severability; Counterparts; Effectiveness.

This Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. No change, amendment, or modification of this Agreement shall be binding unless in writing and executed by the parties hereto. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, shall continue in effect. This Agreement shall become effective when the Parent clicks "I accept" below, and such action shall be effective as delivery of an executed counterpart of this Agreement.

BY CLICKING I ACCEPT, I HEREBY ACKNOWLEDGE AND AGREE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT (INCLUDING EXHIBIT B ATTACHED HERETO) AND HAVE ENTERED INTO THIS AGREEMENT FREELY AND VOLUNTARILY AND BASED ON MY OWN JUDGMENT AND NOT ON ANY EXTERNAL STATEMENTS, REPRESENTATIONS OR PROMISES.

Summary: *This Agreement is the entire agreement among you and GNG and overrides any previous agreements relating to the Program and other GNG services. This Agreement may not be changed unless both you and GNG approve such change in writing.*

Questions? Concerns? Please contact us at info@gng.org.

EXHIBIT B
TECHNOLOGY REQUIREMENTS

Minimum Hardware and Software Requirements to access GNG's Online Platform

Please carefully review the checklist below to assure you have the minimum technology requirements needed for a satisfactory experience on our online platform.

Screen Size

GNG's Online Platform website adapts its layout and content to different screen sizes and viewports, such as **mobile phones, tablets, laptops** and **desktops**.

Browser Support

- Chrome
- Firefox
- Safari
- Edge

Computer Speed and Processor

A modern computer with at least:

- 4GB of RAM
- Dual-core processor clocked at 2.0 GHz or higher

Internet Bandwidth Requirements:

Use the following link to calculate download and upload speed: <http://www.speedtest.net/>

Along with compatibility and web standards, GNG's Online Platform performs optimally in:

- 5G (Minimum of 10 mbps) Network speeds
- 4G (Minimum of 5 mbps) Network speeds
- 3G (2 mbps) Network speeds

Screen Readers

- **Mac Only**
 1. VoiceOver
- **Windows & Mac**
 1. JAWS
 2. NVDA
 3. ZoomText
- **Linux**
 1. Orca