User Contributions

If you wish to make any use of material on the Website other than that set out in this section, you must obtain Humans’ prior written consent. We are also free to decline to consent to the use of any material for any reason in our discretion.

You understand and acknowledge that you are responsible for any User Contributions you submit to the Website or make accessible through the Website. Any User Contributions that you post, upload, submit, or otherwise make available through the Website is subject to the following rules:

• Violate the legal rights (including the rights of publicity and privacy) of others or contain Prohibited Transactions: (1) embassies, foreign consulates or other foreign governments, (2) military or law enforcement; (3) political organizations or political campaigns or lobbying efforts; (4) any entity or individual involved in manufacture, proliferation or use of nuclear, chemical, or biological weapons; (5) fraudulent, false, deceptive, or misleading statements or claims; (6) representations, warranties, misrepresentations, or false statements of any kind; (7) copyrighted, trademarked, or proprietary material, unless you own the rights thereto or have the necessary rights and permissions to reproduce and distribute such material; (8) any material that infringes any intellectual property rights of another; (9) any material that is defamatory, obscene, pornographic, favoring a particular political candidate, or otherwise illegal or promotes violence or threatens Bigotry, hatred, or harm on the basis of race, religion, sex, gender identity, sexual orientation, national origin, age, or disability; (10) any material that is harmful, threatening, abusive, harassing, or otherwise communicative that constitutes harassment or a criminal offense; (11) any material that is vile, flippant, or obscene; (12) any material that is hateful or encourages conduct that is unlawful or harmful; (13) any material that is threatening or otherwise harmful to any person or entity; (14) any material that promotes discrimination or intolerance; or (15) any material that promotes activities prohibited to you by law or by this Agreement or the applicable Terms of Use.

• Violate applicable laws or regulations.

• Engage in conduct that is inappropriate, misleading, or unlawful.

• Engage in harassment or use harassing language.

• Engage in conduct that is defamatory, obscene, pornographic, harmful, threatening,
violent, or abusive.

• Engage in conduct that may cause harm to any person or to the Website.

• Engage in conduct that promotes conduct that is prohibited by law or by this Agreement or the applicable Terms of Use.

• Engage in conduct that promotes conduct that is otherwise unethical or inappropriate.

• Engage in conduct that promotes conduct that is otherwise offensive or inappropriate.

These rules are not exhaustive, and Humans reserves the right to determine whether a User Contribution violates these rules in its sole discretion. Humans reserves the right to remove any User Contribution that, in Humans’ sole judgment, violates these rules.

If you believe that any User Contribution violates these rules, you may contact Humans by sending an email to info@humans.com. Humans will investigate and take appropriate action, if any, in its discretion.

Governing Law and Jurisdiction

This Website is operated by Humans Net, Inc. located in New York, New York. This Agreement and your use of this Website are governed by the laws of the State of New York without regard to any conflicts of law provisions that would require application of the laws of a different jurisdiction. Your use of this Website also means that you consent to the personal jurisdiction and venue in federal and state courts located in New York County, New York, and you agree to accept service of process from the applicable court. Any claims, legal proceedings or suits relating to this Website shall be brought in the state or federal courts located in New York County, New York and you consent to the jurisdiction and venue of such courts.

Limitation on Liability

Humans provides the Website solely to you for that purpose and for no other purpose, and it is your responsibility to determine whether its use is appropriate for your purposes. You acknowledge and agree that Humans is not responsible for the availability of the Website. Humans is not responsible for any viruses or other harmful components that may be found in the Website or its links, or for any problems or consequences related to the downloading of any materials that may be found in the Website.

You understand and agree that Humans is neither responsible nor liable for the loss or damage to any computer system resulting from your access to, or your use of, this Website or the downloading or transmission of any materials contained on this Website.

You understand and agree that under no circumstances is Humans responsible for any direct, indirect, special, punitive, exemplary, or consequential damages, even if Humans has been advised of the possibility of such damages. The foregoing limitation of liability applies to any claims or causes of action arising from or related to this Agreement or the Website, including, but not limited to, breach of contract, breach of warranty, negligence, and all other torts.

Waiver and Severability

The failure of Humans to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. This Agreement and your rights under it shall not be assignable or transferable by you. This Agreement constitutes the entire agreement between you and Humans and supersedes all prior agreements and understandings, both written and oral, with respect to the Website.

This Agreement may be amended from time to time without notice. Any such amendments will become effective the thirtieth (30) calendar day after the date of posting. Your continued use of the Website after any such amendments become effective will constitute your agreement to be bound by such amendments. If any provision of this Agreement is held to be invalid, void, or unenforceable, such provision will be severable from this Agreement and the remainder of the Agreement will remain in effect. This Agreement is binding upon you and Humans and their respective successors and assigns.

Payment Processor

Additional terms and conditions may also apply to specific portions, services or features of the Website. Humans reserves the right to modify the Terms of Use at any time. You agree that Humans is not responsible or liable for any content, information, data, or materials made available on or through any third-party websites or links. You should also check the terms of use and privacy policies of any third-party websites or links.

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