

## Terms and Conditions

### Agreement between User and luskinfoundation.org

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luskinfoundation.org is a Non-Profit Site.

Our mission is to be the pathway that strengthens and supports state-of-the-art science research and education.

### Privacy

Your use of luskinfoundation.org is subject to The Luskin Family Foundation's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### Electronic Communications

Visiting luskinfoundation.org or sending emails to The Luskin Family Foundation constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### Children Under Thirteen

The Luskin Family Foundation does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use luskinfoundation.org only with permission of a parent or guardian.

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You agree to indemnify, defend and hold harmless The Luskin Family Foundation, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Luskin Family Foundation reserves the right, at its 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 The Luskin Family Foundation in asserting any available defenses.

### Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and The Luskin Family Foundation agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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### Termination/Access Restriction

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You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Luskin Family Foundation as a result of this agreement or use of the Site. The Luskin Family Foundation's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of The Luskin Family Foundation's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by

The Luskin Family Foundation with respect to you. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and The Luskin Family Foundation with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and The Luskin Family Foundation with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### Changes to Terms

The Luskin Family Foundation reserves the right, in its sole discretion, to change the Terms under which luskinfoundation.org is offered. The most current version of the Terms will supersede all previous versions. The Luskin Family Foundation encourages you to periodically review the Terms to stay informed of our updates.

### Contact Us

The Luskin Family Foundation welcomes your questions or comments regarding the Terms:

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