

Website Terms of Use

Agreement between user and www.Innovatorsbox.com

Welcome to www.Innovatorsbox.com. The www.Innovatorsbox.com website (the "Site") is comprised of various web pages operated by InnovatorsBox LLC ("InnovatorsBox," "we," or "us" as the context dictates). The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

The Site is a news and information site designed to provide support and educational resources for individuals to more fully integrate creative thinking into their lives and careers. The Site provides details about our upcoming events, products and services, and programs on creativity and innovation.

Returns/Refund Policy

Returns and exchanges are accepted within 30 days of order date. Items must be returned unopened/unused, with tags, in their original packaging. Returned items and return shipping costs are your responsibility until they reach the return address. Please keep a record of your return tracking. A refund will be issued once we receive returned items. Any items that are damaged when we receive them will not be eligible for refund. Refunds do not include any shipping or handling charges. Any item returned after 30 days from order date is not eligible for refund or store credit.

Your refund will either be credited to the credit card used for the original transaction, or returned for store credit. Please note that credit card refunds may take up to 10 business day for your bank to complete, depending on its processing times. We reserve the right to refuse a return or refund in our sole discretion.

Certain services made available via the Site are delivered by third parties. By using any product, service or functionality originating from the Site, you hereby acknowledge and consent that InnovatorsBox may share information and data with any such third party.

No unlawful or prohibited use/Intellectual Property

We hereby grant you a non-exclusive, non-transferable, revocable right to access and use the Site strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to InnovatorsBox that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and

enjoyment of the Site. You may not obtain or attempt to obtain any materials or information made available through the Site through any means not intentionally made available through the Site.

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International Users

The Site is controlled, operated and administered by InnovatorsBox from our offices within the USA. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You hereby agree to indemnify, defend and hold harmless InnovatorsBox, its managers, members, employees, agents and third parties, for any and all damages, sums of money, claims, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, your violation of any terms set forth in these Terms, your violation of any rights of a third party, and/or your violation of applicable laws, rules or regulations. InnovatorsBox 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 agree fully to cooperate with InnovatorsBox in asserting any available defenses.

Warranty Limitations/Liability disclaimer

TO THE FULLEST EXTENT PERMITTED BY LAW, INNOVATORSBOX, ITS AGENTS, AFFILIATES, ASSIGNS, LICENSORS, AND SUPPLIERS (COLLECTIVELY THE "REPRESENTATIVES"), DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, TITLE, USE, AND FITNESS FOR PARTICULAR PURPOSE. NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, THE SITE AND THE CONTENT, AND RELATED GRAPHICS ARE PROVIDED "AS AVAILABLE" WITHOUT WARRANTY OR CONDITION OF ANY KIND. YOUR USE OF THIS SITE AND CONTENT IS AT YOUR OWN RISK.

IN NO EVENT ARE INNOVATORSBOX AND/OR THE REPRESENTATIVES LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH

THE USE OR PERFORMANCE OF THE SITE AND/OR THE CONTENT, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, EVEN IF INNOVATORSBOX OR ANY OF THE REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL INNOVATORSBOX'S TOTAL CUMULATIVE LIABILITY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, INDEMNITY OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO THESE TERMS OR THE SITE EXCEED THE GREATER OF FIFTY DOLLARS (\$50) AND THE FEES ACTUALLY PAID BY YOU DURING THE TWELVE (12)-MONTH PERIOD ENDING ON THE DATE OF THE CAUSE OF ACTION GIVING RISE TO THE CLAIM, LOSS, OR DAMAGE. NO CLAIM MAY BE ASSERTED BY YOU AGAINST INNOVATORSBOX MORE THAN TWELVE (12) MONTHS AFTER THE EARLIER DATE OF: (A) THE CAUSE OF ACTION UNDERLYING SUCH CLAIM; AND (B) THE TERMINATION OR EXPIRATION OF THESE TERMS AND YOUR USE OF THE SITE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Governing Law/Arbitration Clause

These Terms are governed by, and interpreted in accordance with, the laws of the State of New York except for those conflicts of law rules thereof that would require or permit the application of the laws of another jurisdiction. Any dispute or controversy arising under, out of, or in connection with these Terms shall be resolved by binding arbitration under then current Commercial Rules of the American Arbitration Association (including the expedited procedures and optional rules for emergency measures of protection thereunder) before a single arbitrator. Any such arbitration shall be conducted in the District of Columbia. Judgment upon any award may be entered in any court of competent jurisdiction. The arbitrator shall be designated by mutual agreement of the parties hereto or, if the parties cannot agree on an arbitrator within ten (10) days after a request for arbitration hereunder, each party shall designate one (1) arbitrator and the arbitrators so designated shall designate a third arbitrator who shall conduct the arbitration. The decision of the arbitrator shall be binding and conclusive upon the parties. Notwithstanding the foregoing, InnovatorsBox has the right to seek injunctive relief or other equitable or legal remedies in a court of competent jurisdiction in the District of Columbia, to which jurisdiction, for such purpose, you hereby irrevocably consent. If you bring a legal action or claim against us in contravention of this provision, you agree you will reimburse us for

our costs and expenses incurred in connection with contesting such action or claim; provided that we notified you in writing of the improperly filed claim, and you failed to promptly withdraw the claim.

Termination/Access Restriction

InnovatorsBox reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. Our rights under these Terms expressly survive termination of these Terms, the cessation of your use of or access to the Site, or the related services.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and InnovatorsBox as a result of these Terms or use of the Site.

InnovatorsBox's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of InnovatorsBox'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 InnovatorsBox with respect to such use. If any part of these Terms 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 these Terms shall continue in effect.

Unless otherwise specified herein, these Terms constitute the entire agreement between the user and InnovatorsBox with respect to the Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and InnovatorsBox with respect to the Site. Your continued use of this Site constitutes your acceptance of any change or update, all of which shall become controlling when posted. The most current version of these Terms will supersede all previous versions. InnovatorsBox encourages you to periodically review the Terms to stay informed of our updates. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All dealings, correspondence, notices, and contacts between us shall be made or conducted in the English language. If there is a translation of these Terms, the English version controls.

Privacy

We respect your privacy. By accessing or using the Site you consent to the collection and use of your information in accordance with our privacy policy posted @: <https://www.innovatorsbox.com>.

Children

This Site does not intend to market any InnovatorsBox products or services to children under thirteen (13) years of age. InnovatorsBox does not knowingly gather or solicit data from children under thirteen (13) years of age through this Site for marketing purposes. By using this Site, you represent that you are not under thirteen (13) years of age. If you are under eighteen (18) years of age, you must have your parent or legal guardian's permission to use the Site.

Waiver and Severability

No waiver by InnovatorsBox of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of InnovatorsBox to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal 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 these Terms will continue in full force and effect.

Contact Us

InnovatorsBox welcomes your questions or comments regarding the Terms:

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Effective as of November 3, 2016