

Our mission is to connect the world’s professionals and students from socially and economically underprivileged communities to aid them in pursuing higher education and careers. In other words, our resources are designed to promote educational opportunities for our members by enabling millions of professionals and students to meet, exchange ideas, learn, and make decisions in a network of trusted relationships.

1. Introduction

1.1 Contract

When you use our Services, you agree to all of these terms. Your use of our Services is also subject to our GEN Cookie Policy and our GEN Privacy Policy, which cover how we collect, use, share, and store your personal information.

You agree that by clicking, “Sign Up” or similar, registering, accessing or using our services (described below), **you are agreeing to enter into a legally binding contract** with GEN. If you do not agree to this contract (“Contract” or “User Agreement”), do **not** click “Sign Up” (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by writing to contactus@globalempowernetwork.org to close your account and no longer accessing or using our Services.

Services

This Contract applies to Globalempowernetwork.org, GEN-branded apps, GEN Learning and other GEN-related sites, apps, communications and other services that state that they are offered under this Contract (“Services”). Registered users of our Services are “Members” and unregistered users are “Visitors”.

GEN

You are entering into this Contract with Talenticom Econsultancy Private Limited, India and their related websites and Apps Global Empower Network, henceforth referred to as GEN (also referred to as “we” and “us”).

This Contract applies to Members and Visitors.

As a Visitor or Member of our Services, the collection, use and sharing of your personal data is subject to this Privacy Policy (which includes our Cookie Policy and other documents referenced in this Privacy Policy) and updates.

1.2 Members and Visitors

When you register and join the GEN Service, you become a Member. If you have chosen not to register for our Services, you may access certain features as a “Visitor.”

1.3 Change

We may make changes to the Contract.

We may modify this Contract, our Privacy Policy and our Cookie Policy from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account by writing to us at contactus@globalempowernetwork.org. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

2. Obligations

2.1 Service Eligibility

Here are some promises that you make to us in this Contract:

You’re eligible to enter into this Contract and you are at least our “Minimum Age.”

“Minimum Age” means 18 years old. The Services are not for use by anyone under the age of 18.

However, if law requires that you must be older in order for GEN to lawfully provide the Services to you without parental consent (including using of your personal data) then the Minimum Age is such older age.

To use the Services, you agree that: (1) you must be the “*Minimum Age*” (described above) or older; (2) you will only have one GEN account, which must be in your real name; and (3) you are not already restricted by GEN from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 18.

2.2 Your Account

You will keep your password confidential.

You will not share an account with anyone else and will follow our rules and the law.

Members are account holders. You agree to: (1) use a strong password and keep it confidential; (2) not transfer any part of your account (e.g., connections) and (3) follow the law and our list of Dos and Don'ts and GEN Community Policies. You are responsible for anything that happens through your account unless you close it or report misuse by writing email to contactus@globalempowernetwork.org, thus we are not responsible for any impact caused to other users due to this misused account.

Your GEN account belongs to you and no outside agency will have rights to your personal account.

2.4 Notices and Messages

You agree to receiving notices and messages from us through our websites, apps, and contact information. If your contact information is out of date, you may miss out on important notices.

You agree that we can provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your contact information up to date.

2.5 Sharing

When you share information on our Services, others can see, copy and use that information. Our Services allow messaging and sharing of information in many ways, such as your profile, group posts and messages. Information and content that you share or post may be seen by other Members, Visitors or others (including off of the Services).

We are not obligated to publish any information or content on our Service and can remove it with or without notice.

3. Rights and Limits

3.1. Your License to GEN

You own all of the content, feedback and personal information you provide to us, but you also grant us a non-exclusive license to it.

As between you and GEN, you own the content and information that you submit or post to the Services, and you are only granting GEN and our *affiliates* the following non-exclusive license:

A worldwide, transferable and sub licensable right to use, copy, modify, distribute, publish and process information and content that you provide through our Services without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

1. You can end this license by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
2. We will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, we have the right, without payment to you or others, to serve ads near your content and information, and your *social actions* may be visible and included with ads, as noted in the Privacy Policy. If you use a Service feature, we may mention that with your name or photo to promote that feature within our Services, subject to your settings.
3. We will ask for your consent if we want to give others the right to publish your content beyond the Services.
4. While we may edit and make formatting changes to your content (such as translating or transcribing it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.
5. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others.

You and GEN agree that if content includes personal data, it is subject to our Privacy Policy. You and GEN agree that we may access, store, process and use any information and personal data that you provide in accordance with the terms of the Privacy Policy. By submitting suggestions or other feedback regarding our Services to GEN, you agree that GEN can use and share (but does not have to) such feedback for any purpose without compensation to you.

You promise to only provide information and content that you have the right to share, and that your GEN profile will be truthful.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful. GEN may be required by law to remove certain information or content in certain countries.

3.2 Service Availability

We may change, suspend or discontinue any of our Services.

We don't promise to store or keep showing any information and content that you've posted. GEN is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

3.3 Other Content, Sites and Apps

Your use of others' content and information posted on our Services, is at your own risk.

Others may offer their own products and services through our Services, and we are not responsible for those third-party activities.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. GEN generally does not review content provided by our Members or others. You agree that we are not responsible for others' (including other Members') content or information. We cannot always prevent misuse of our Services, and you agree that we are not responsible for any such misuse. You also acknowledge the risk that you may be mistakenly associated with content about others when we let connections and followers know that you or your organization were mentioned in the news.

GEN may help connect Members offering their services (career coaching, accounting, etc.) with Members seeking services. GEN does not perform nor employ individuals to perform these services. You must be at least 18 years of age to offer, perform or procure these services. You acknowledge that GEN does not supervise, direct, control or monitor Members in the performance of these services and agree that (1) GEN is not responsible for the offering, performance or procurement of these services, (2) GEN does not endorse any particular Member's offered services, and (3) nothing shall create an employment, agency, or joint venture relationship between GEN and any Member offering services. If you are a Member offering services, you represent and warrant that you have all the required licenses and will provide services consistent with our GEN Community Policies.

Similarly, GEN may help you register for and/or attend events organized by Members and connect with other Members who are attendees at such events. You agree that (1) GEN is not responsible for the conduct of any of the Members or other attendees at such events, (2) GEN does not endorse any particular event listed on our Services, (3) GEN does not review and/or vet any of these events, and (4) that you will adhere to these terms and conditions that apply to such events.

3.4 Limits

We have the right to limit how you connect and interact on our Services.

GEN reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. GEN reserves the right to restrict, suspend, or terminate your account if you breach this Contract or the law or are misusing the Services (e.g., violating any of the Dos and Don'ts or GEN Community Policies).

3.5 Intellectual Property Rights

We're providing you notice about our intellectual property rights.

GEN reserves all of its intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. GEN, its logo and other GEN trademarks, service marks, graphics and logos used for our Services are trademarks or registered trademarks of GEN.

3.6 Automated Processing

We use data and information about you to make relevant suggestions to you and others. We use the information and data that you provide and that we have about Members to make recommendations for connections, content and features that may be useful to you. For example, we use data and information about you for appropriate recommendations to you. Keeping your profile accurate and up to date helps us to make these recommendations more accurate and relevant.

4. Disclaimer and Limit of Liability

4.1 No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of our Services. GEN AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PROVIDES THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. GEN AND ITS AFFILIATES DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED

WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 Exclusion of Liability

These are the limits of legal liability we may have to you.

TO THE FULLEST EXTENT PERMITTED BY LAW (AND UNLESS GEN HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), GEN, INCLUDING ITS AFFILIATES, WILL NOT BE LIABLE IN CONNECTION WITH THIS CONTRACT FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

GEN AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU IN CONNECTION WITH THIS CONTRACT IN ANY WAY OR FORM INCLUDING FINANCIAL LIABILITY.

4.3 Basis of the Bargain; Exclusions

The limitations of liability in this Section 4 are part of the basis of the bargain between you and GEN and shall apply to all claims of liability (e.g., warranty, tort, negligence, contract and law) even if GEN or its affiliates has been told of the possibility of any such damage, and even if these remedies fail their essential purpose.

These limitations of liability do not apply to liability for death or personal injury or for fraud, gross negligence or intentional misconduct, or in cases of negligence where a material obligation has been breached, a material obligation being such which forms a prerequisite to our delivery of services and on which you may reasonably rely, but only to the extent that the damages were directly caused by the breach and were foreseeable upon conclusion of this Contract and to the extent that they are typical in the context of this Contract.

5. Termination

We can each end this Contract, but some rights and obligations survive.

Both you and GEN may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members and/or Visitors' rights to further re-share content and information you shared through the Services;
- Sections 4, 6, 7, and 8.2 of this Contract;

You can write to contactus@globalempowernetwork.org to close your account.

6. Governing Law and Dispute Resolution

In the unlikely event that we end up in a legal dispute, you and GEN agree to resolve it in Nagpur, India. You and GEN agree that the laws in India, excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and GEN both agree that all claims and disputes can be litigated only in the court in Nagpur, India, and you and GEN each agree to personal jurisdiction in those courts.

This section shall not deprive you of any mandatory consumer protections under the law of the country to which we direct Services to you, where you have your habitual residence.

7. General Terms

Here are some important details about the Contract.

If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.

This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Contract, that does not mean that GEN has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of Services) to anyone without our consent. There are no third-party beneficiaries to this Contract.

You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

8. GEN “Dos and Don’ts”

8.1. Dos

GEN is a community of students and professionals. This list of “Dos and Don’ts” along with our GEN Community Policies lays out what you can and cannot do on our Services.

You agree that you will:

- a. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- b. Provide accurate information to us and keep it updated;
- c. Use your real name on your profile; and
- d. Use the Services in a professional manner.

8.2. Don’ts

You agree that you will *not*:

- a. Create a false identity on GEN, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), or use or attempt to use another’s account;
- b. Develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
- c. Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views);
- d. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of GEN;
- e. Disclose information that you do not have the consent to disclose (such as confidential information of others);
- f. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a Creative Commons license;
- g. Violate the intellectual property or other rights of GEN, including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word “Global Empower Network” or “GEN” or our logos in any business name, email, or URL except for branding of Global Empower Network.

- h. Post anything that contains software viruses, worms, or any other harmful code;
- i. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- j. Imply or state that you are affiliated with or endorsed by GEN without our express consent (e.g., representing yourself as an accredited GEN trainer);
- k. Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without GEN's consent;
- l. Deep-link to our Services for any purpose other than to promote your profile or a Group on our Services, without GEN's consent;
- m. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- n. Monitor the Services' availability, performance or functionality for any competitive purpose;
- o. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
- p. Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
- q. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or
- r. Violate the GEN Student Community Policies or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service.

9. Complaints Regarding Content

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. If you have any complaints, please email us at contactus@globalempowernetwork.org

10. How to Contact Us

Our Contact information is available on our website <https://www.globalempowernetwork.org>. For general inquiries, for legal notices or service of process you may write to us at contactus@globalempowernetwork.org