

Great Lakes Bay Regional Alliance Website and Application Terms of Use **Effective as of December 7, 2021**

These Terms of Use apply to the Great Lakes Bay Regional Alliance website, STEM Passport mobile application, and related sites and applications, including <https://www.greatlakesbay.com/> and <https://www.stempipeline.com/> (collectively, the “Site”). The Site is owned and operated by Great Lakes Bay Regional Alliance and its affiliates (collectively, “GLBRA” or “we”). You should read these Terms of Use carefully. Your access to and use of this Site are governed by these Terms of Use, which are a legally binding contract between you and GLBRA. In addition, when using a particular service and/or accessing certain materials on or through this Site, you are subject to any additional posted terms, conditions, and rules applicable to the service and/or materials, which are incorporated into these Terms of Use and govern any conflict or inconsistency with these Terms of Use.

BY USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND OUR [PRIVACY POLICY](#). IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, PLEASE DO NOT DOWNLOAD OR USE THE SITE OR PROVIDE US WITH YOUR INFORMATION.

Amendments to Terms of Use

GLBRA reserves the right to change these Terms of Use and any of its other terms, conditions and rules relating to the Site at any time. GLBRA will notify you of such changes by posting the changes on the Site. You are responsible for regularly reviewing the Site and these Terms of Use regarding such changes. Continued use of the Site after any changes have been posted shall constitute your agreement to them.

Eligibility

The Site is available only to individuals who are at least 13 years old. You represent and warrant that you are of legal age to form a binding contract. GLBRA may, in its sole discretion, refuse to offer the Site to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Site is revoked in such jurisdictions.

Third Party Service Providers

GLBRA may use third party service providers to help develop and maintain this Site and to provide specific services offered through this Site. You agree that the terms and conditions set forth in these Terms of Use inure to the benefit of any third party service providers engaged by GLBRA. All references to GLBRA are deemed to include its agents and service providers.

Use of Site, Materials, and Services

Through this Site, GLBRA may make available to you: (a) certain audio and visual articles, text, information, data, images, illustrations, photographs, video, documents and other materials contained or displayed in or made available through the Site (collectively, “Materials”); (b) various services, tools, software, and functionality (collectively, “Services”). GLBRA and its licensors grant to you a personal, non-exclusive, non-transferable right to use the Services and access, view, download, print, use and display the Materials solely for your own informational and non-commercial use. In these Terms of Use, all references to the Site shall be deemed to include all Materials and Services unless otherwise expressly indicated. All rights not expressly granted by GLBRA to you are retained by GLBRA, and you may not use the Site and/or any element of the Site in any manner or for any purpose not expressly authorized by these Terms of Use. The rights granted to you do not include, and are not applicable to, the design or layout of the Site, which are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

The Site design, text and graphics, and the selection and arrangement of such elements are copyrighted and are protected by worldwide copyright laws and treaty provisions. Unless otherwise indicated, all product and service marks and logos displayed on the Site are subject to the trademark rights of GLBRA, its affiliates, or its business

partners. You shall not: (a) remove or destroy any proprietary rights marks or legends on or in the Site; (b) modify, enhance, adapt, translate, or create derivative works of the Site; (c) republish, post, transmit, transfer, distribute, assign, sublicense, rent, lease or sell the Site; (d) decompile, disassemble or reverse engineer the Site; (e) reproduce or make copies of the Site; (f) "frame" or "mirror" the Site on any other server or Internet-based device; and/or (g) access, view, download, print, use and/or display the Site for any commercial or other money-making purpose; (h) use any data mining, robots, or similar data gathering and extraction tools; or (i) use any meta tags or any other "hidden text" utilizing GLBRA's name or trademarks without our express written consent. You acknowledge that certain elements of the Site are, or may in the future be, licensed to GLBRA by third parties and that the availability of such elements may cease automatically, without notice or liability on the part of GLBRA. Our trademarks cannot be used without an express, written license agreement. Our trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits GLBRA. All other trademarks not owned by GLBRA that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by GLBRA.

GLBRA and/or its licensors own and shall retain all rights, title and interests, including all intellectual property rights, in and to the Site, and all elements thereof. Except for the express licenses granted to you herein, you neither have nor acquire any rights, title or interests in or to the Site, or any element thereof.

No Medical Advice

This Site and all Materials available through on the Site are for informational purposes only, and do not contain or constitute, and should not be interpreted as, medical advice or opinion. The Site and its Materials is not a substitute for the advice of a medical professional, and the information made available on or through the Site should not be relied upon when making medical decisions, or to diagnose or treat a health condition. You assume full responsibility for any decision or action taken in reliance on content made available through the Site and the results of the same.

Site Access and Registration

As a condition to using our mobile application, you may be required to register with GLBRA and create a password and user ID. You shall provide GLBRA with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms of Use. You are solely responsible for the security of online access to this Site, including access to any user account, and you must take precautions to protect the confidentiality of your user ID and password. You are solely responsible for verifying the accuracy of all transactions placed in your account and for ensuring that you receive a confirmation for all transactions placed for your account. You should contact GLBRA immediately if you suspect unauthorized use of your user ID or password, or any other unauthorized activity on your account. You are and will be responsible for all activities conducted on and with the Site that make use of your password and/or user ID.

Feedback

If you provide GLBRA with any comments, suggestions or other feedback (collectively, "Feedback"), GLBRA, without any restrictions, has the right but not the obligation, to use such Feedback in any way, including incorporating such Feedback into its services or the Site, without obligation to you. GLBRA will be the owner of, and free to use for any purpose, any ideas, concepts, know-how, or materials developed by or on behalf of GLBRA resulting from your Feedback, including, without limitation, any modifications or enhancements to the services or the Site.

Prohibited Behaviors

Your ability to use this Site depends on your compliance with the conduct guidelines set forth in these Terms of Use. If you fail to conduct yourself appropriately, we may revoke your privileges to use all or a portion of this Site and/or take other appropriate measures to enforce these community standards and conduct guidelines if violations

are brought to our attention. The following is a non-inclusive list of behaviors that are not permitted on the Site. You agree not to engage in:

1. Hacking, phishing, spamming, scamming, identity theft, fraud, forgery, deception, virus or malware distribution, network attacks, and interference with any other user's use of the Services.
2. The unauthorized access, monitoring, collection, or use of data, systems or networks.
3. Transmitting, distributing or storing illegal or fraudulent information or material or information or material that will infringe or otherwise violate any privacy, intellectual property, publicity or other personal rights including, any copyright, patent, trademark, trade secret or other proprietary right.
4. Offensive activities such as harassment or transmitting or distributing content that is inappropriate, obscene, defamatory, threatening, abusive, that advocates violence, or that violates a law, regulation, or public policy.

In addition, you must comply with all applicable laws, rules and regulations related to your use of the Site, including data protection and privacy laws.

Consent to Collection and Use of Usage Data

You agree that we may collect, use and share certain information about you and your use of the Site and any services with which the Site connects, including but not limited to technical information about our services, your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, support, and other services to you (if any) related to the Site (collectively, "Usage Data"). GLBRA uses Usage Data to improve its services and the Site, facilitate the provision of Site updates, and provide support and other service to you. Usage Data is automatically transmitted to GLBRA by the Site. You acknowledge and agree that GLBRA retains sole and exclusive ownership of all right, title and interest in and to the Usage Data, and you shall have no rights to retain or use any of the Usage Data. GLBRA may use the Usage Data without limitation, but it will ensure that such Usage Data is anonymized and/or aggregated in such a manner that it no longer identify you before sharing Usage Data with third parties.

Privacy

We have a policy that addresses the privacy of your personal information. Your use of our Site is subject to it. Please read our [Privacy Policy](#) so that you understand the parameters of privacy when using our Site. We reserve the right to monitor some, all, or none of the areas of this Site for adherence to these Terms of Use.

Third Party Sites & Information

Our Site may include access to content, products, or services offered by third parties through hyperlinks, API, or otherwise. GLBRA is not responsible for any content or linked sites owned or controlled by a third party. GLBRA provides such content and links only as a convenience to you. GLBRA has not endorsed, tested or verified any third party information, programs, companies, or products to which it links or otherwise makes available. If you decide to access any third party sites linked to this Site, use such third party's products or services, or provide any personally identifiable information to such third party, you do so subject to the terms and policies applicable to those third parties and entirely at your own risk.

Territory

GLBRA operates this Site from the United States. GLBRA makes no representation that content and materials on this Site are legal or appropriate for use outside the United States. Please keep in mind that this Site may not conform with the laws of your country. If you access this Site from outside the United States, you do so at your own risk. You may not use the Site in violation of United States export laws and regulations.

Disclaimer of Warranties; Limitation of Liability

EXCEPT AS OTHERWISE SET FORTH HEREIN, THIS SITE, INCLUDING ALL MATERIALS, SERVICES, INFORMATION AND OTHER CONTENT AVAILABLE ON OR THROUGH THIS SITE, IS PROVIDED BY GLBRA "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT

NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CONTINUED AVAILABILITY, QUALITY, ACCURACY AND/OR SYSTEM COMPATIBILITY. IN ADDITION, NO WARRANTIES SHALL ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

YOU AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. BY USING THIS SITE, YOU ASSUME ALL OF THE RISKS ASSOCIATED WITH SUCH USE, AND YOU EXPRESSLY RELEASE GLBRA, AND ITS THIRD PARTY INFORMATION AND SERVICE PROVIDERS, FROM ANY AND ALL LIABILITY, CLAIMS AND/OR LOSSES ARISING FROM OR CONNECTED WITH SUCH RISKS. THE INFORMATION PROVIDED ON THIS SITE IS PROVIDED FOR GENERAL CONSUMER UNDERSTANDING AND EDUCATIONAL PURPOSES ONLY AND SHOULD NOT BE INTERPRETED AS A RECOMMENDATION FOR A SPECIFIC SERVICE OR COURSE OF ACTION. YOU ACKNOWLEDGE THAT: THE SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS AND THE SITE MAY BECOME INOPERABLE OR OTHERWISE UNAVAILABLE FOR PERIODS OF TIME. ALTHOUGH GLBRA MAY UPDATE THIS SITE, SOME OF THE INFORMATION MAY BE OUT OF DATE OR CONTAIN OTHER ERRORS. GLBRA DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION POSTED OR ANY OPINION, ADVICE OR STATEMENT DISPLAYED ON THIS SITE.

REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL GLBRA, ITS AFFILIATES, ITS LICENSORS AND/OR ITS SERVICE PROVIDERS BE LIABLE OR RESPONSIBLE TO YOU IN ASSOCIATION WITH THE SITE, OR YOUR USE THEREOF, FOR ANY: (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THEY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY OR BUSINESS INTERRUPTIONS. ANY CLAIM RELATED TO THE SITE MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM. GLBRA SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DELAY OR FAILURE IN THE SITE, OR ANY COMPONENT THEREOF, OR YOUR ABILITY TO ACCESS OR USE THE SITE, RESULTING FROM CAUSES OUTSIDE OF GLBRA CONTROL, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, ACCIDENTS, STRIKES, FIRES, WAR OR ACTS OF GOD.

Some jurisdictions may not permit the disclaimers of warranties or limitations of liability set forth in these Terms of Use, so the above limitations may not apply to you. To the extent such warranties or liabilities cannot be disclaimed but can be limited under the laws of your state, we limit such warranties and/or liabilities to the maximum extent permitted by applicable law.

Indemnity

You agree to indemnify, defend and hold harmless GLBRA, and its parents, subsidiaries, affiliates, officers, agents, co-branders, partners, licensors, and employees, from and against any alleged claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Site, your connection to this Site, your violation of these Terms of Use or any other applicable policy, your violation of any rights of another, or breach of any representation or warranty made by you under these Terms of Use. You are solely responsible for your actions when using this Site, including, but not limited to, costs incurred for Internet access.

Termination

GLBRA may terminate your access to this Site at any time and for any reason without prior notification. We may also, in our sole discretion and at any time, with or without notice, discontinue this Site or any portion of it, restrict the time the Site is available, or restrict the amount of use permitted. You agree that we may terminate or restrict your access to this Site under these Terms of Use or under any other applicable policy without prior notice. We reserve the right to bar any further access to this Site. Provisions that survive termination of these Terms of Use are

those relating to ownership, limitations of liability, indemnification and others which by their nature are intended to survive.

Applicable Law, Severability and Waiver

In order to ensure consistency in the interpretation and enforcement of these Terms of Use and GLBRA's rights in the Site, these Terms of Use will be governed exclusively by Michigan law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation or dispute arising between you and GLBRA related, in any way, to the Site and/or these Terms of Use, and/or any and all disputes, actions, claims, or causes of action related thereto, shall be initiated and maintained before the Circuit Court for Ottawa County, Michigan or the United States District Court for the Western District of Michigan. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of these Terms of Use shall remain in full force and effect.

The failure of GLBRA to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by GLBRA in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of these Terms of Use.

Additional Terms for Apple Users

In addition to all other terms contained herein, if you download our application from Apple, Inc. ("Apple"), you agree to the following:

1. **Acknowledgement.** You acknowledge that these Terms of Use are concluded between you and GLBRA only, and not with Apple. GLBRA and not Apple, is solely responsible for the Site and the content thereof.
2. **Usage Limitations.** Your use of the Site is subject to the Usage Rules set forth in the Apple App Store Terms and Conditions.
3. **Maintenance and Support.** You and GLBRA acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with regard to the Site.
4. **Failures.** In the event of any failure of the Site to conform to any applicable warranty, you may notify Apple, and, if applicable, Apple will refund the purchase price for the Site to you. To the maximum extent permitted by applicable law, Apple has and will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be GLBRA's sole responsibility.
5. **Third Party Claims.** GLBRA, and not Apple, is responsible for addressing any claims made by you or a third party relating to the Site or your possession and/or use of the Site, including, but not limited to: (i) product liability claims; (ii) any claims that the Site fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and GLBRA acknowledge that, in the event of any third party claim that the Site or your possession and use of the Software infringes that third party's intellectual property rights, GLBRA, not Apple, is solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
6. **Third Party Beneficiary.** You understand and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use. Upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary hereof.

Developer Name and Address

This Site was developed by the Great Lakes Bay Regional Alliance with an address of 122 Uptown Dr, Ste. 204, Bay City, MI 48708.

How to Contact Us

If you have any questions, complaints or claims about this Site or our services, please contact us by email at tszeliga@greatlakesbay.org or by phone at (989) 225-2053.

These Terms of Use were last updated December 7, 2021.