



Evolving Human Terms of Use

Date updated: June 6, 2023

On any Evolving Human platform, we trust that our spaces are being used for legal, respectful and generally trustworthy purposes. While using any of these sites, you agree to abide by these terms and conditions. The policy is updated based on the date provided above. Evolving Human has full right to modify these terms based on our discretion. If you do not agree to any of the terms, provided herein, please do not participate on Evolving Human sites.

Evolving Human's role

1. **Scope of Terms.** By visiting or accessing any Evolving Human sites, you agree to be bound by our: Terms and Conditions, [Privacy Policy](#) and [Community Guidelines](#), pertaining to your use of any content provided, accessed or distributed on any Evolving Human platforms ("Content"). You must be at least 13 years of age to create a Evolving Human Account. If you are under the age of 13, you may not create a EvolvingHuman.world account, but you are welcome to watch Evolving Human Talks and enjoy the site. If you are under the age of 16, and from the European Union ("EU"), you can only create an account if you have verifiable parental consent.

By interacting with Evolving Human and our platforms, you agree to our terms, conditions, policies and guidelines.

2. **Evolving Human as Service Provider.** Evolving Human Sites may contain links to third party providers and to Content that is uploaded by organizations, including videos, images, descriptions, links and other Content. Evolving Human is not responsible or liable to these third party sites, and you should review any terms of use when entering those sites or viewing their Content. In addition, if you are on a third party site and using any of any of Evolving Human's browser extensions, please note that usage of the browser tool is up to you and its usage may conflict with the terms and conditions of those third party sites, so please verify prior to using it that it is permissible otherwise, usage on the sites may be impacted.

You are responsible for reviewing any terms of third party sites that are linked through Evolving Human platforms when viewing content or using Evolving Human's browser extension.

Interacting with Evolving Human sites and platforms

3. **Evolving Human Accounts.** In some areas of Evolving Human Sites, you may be asked to create an account, access information and or upload data to help use the Evolving Human Site or application. These accounts are only available for individuals that are 13 and older, or 16 and older in the EU unless we have parental consent. If you create an account, you are required to provide complete and accurate information. If you have created an account and do not wish to access Evolving Human Content, you may follow the user instructions applicable for that Evolving Human Site or platform and/or ask us to manually deactivate your account. In case you have created a password, you should keep this confidential at all times. All Evolving Human Sites must be used based on our guidelines and policies, and if Evolving Human determines in its sole discretion that you are not using Evolving Human Sites in the way it was intended, we have the right to deactivate your account at any time.

When creating a Evolving Human account, please provide accurate information. If you do not abide by the guidelines provided, we have the right to deactivate your account at any time.

4. **Posting Content.** You represent and warrant that any material you post to Evolving Human Sites, does not infringe another party's intellectual property rights or any applicable national or local law that may apply regarding the posting of material. You also agree that any Content you post will not infringe on any third party right -- including copyright, trademark, patent, right of publicity or other intellectual property right, and will not slander, defame, libel or invade the right of privacy or publicity of any other person. If you submit any Content to Evolving Human Sites (translations, questions, comments or otherwise) you understand and agree that it may be used by Evolving Human for any reason throughout the world without requirement or consent, and that Evolving Human may edit your Content as long as the meaning is preserved. You agree that you provide a license for Evolving Human to use your Content worldwide, non- exclusive, royalty free and perpetual, non-revocable license for Evolving Human to use in whatever way Evolving Human deems appropriate throughout the world in whole or in part, in any media platforms available now or developed in the future. You are required to follow and be familiar with the [Community Guidelines](#). If you post material or misuse Evolving Human Sites in a way that infringes on another party's intellectual property rights, or these policies, you understand that we may remove the posting and that you agree to indemnify Evolving Human based on the indemnification provided below.

We ask that you follow the guidelines, applicable law and respect the intellectual property of others when contributing publicly to any Evolving Human platform. We may use edited parts of that content for other purposes.

Copyright issues and licenses

5. **DMCA Notice.** Evolving Human posts Content from around the world. While Evolving Human strives to ensure all ideas posted are credible, based on facts and do not infringe on other people's intellectual property rights, there may be an occasion when Content is provided by other parties, and/or may include material that infringes on the copyright of another third party. If this happens, the Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on any Evolving Human Site infringes their rights under U.S. copyright law. If you believe in good faith that Content on Evolving Human Sites infringes your copyright, you (or your agent) may send Evolving Human a notice requesting the material be removed or access to it blocked.

The notice must include the following information:

Evolving Human posts content from a variety of sources and while we respect the intellectual property of others, occasionally content may be posted that contains copyrighted content. If you find infringing content, please follow these steps in order to file a DMCA notice.

- your name, mailing address, telephone number and email address
- sufficient detail identifying the copyrighted work alleged to have been infringed
- identification of the material that you claim to be infringing and information reasonably sufficient to allow Evolving Human to locate the material on the site
- a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; such as, "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent or the law."
- a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; such as, "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- an electronic or physical signature of a person authorized to act on behalf of the copyright owner that is allegedly infringed.

All claims of copyright infringement should be emailed to dmca@ted.com, or sent by mail:

Attention: General Counsel
Evolving Human
Suite 604-1330 Clyde Avenue,
West Vancouver, BC Canada V7T 1E7

6. **License to Evolving Human Content.** Evolving Human Content is owned by Evolving Human, provided on EvolvingHuman.world and any other site that we manage or license to. Unless otherwise indicated on the website, audio and video files, transcripts and/or information about a speaker are licensed via Creative Commons license (CC BY -- NC -- ND 4.0 International), which means that certain Evolving Human Content may be used for personal and/or educational purposes as long as the license terms and Evolving Human Usage Policy

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Additionally, the Evolving Human website may use YouTube API Services to allow users to find videos across youtube.com and feature them in user-created Evolving Human Lessons. The YouTube API is also used to update the view count for the videos featured. In order to use this app, you need to consent to be bound to YouTube's terms of service <https://www.youtube.com/t/terms>.

Evolving Human contains third party content like YouTube and as such, you may be subject to other terms of use.

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9. **Donations to Evolving Human.** Evolving Human offers users the ability to donate to Evolving Human to support its mission directly or to others using our gift donation feature. Donations to Evolving Human are non-refundable but renewals are cancellable at any time up to 24 hours prior to the next renewal term. Evolving Human does not collect any credit card information directly as all payment details will be paid to a third-party secure vendor, Stripe, Inc. For more information about their terms and privacy policy, please see [here](#). Evolving Human collects, stores, and processes donor information for its records, and provides a tax receipt for any amounts over \$250.00 annually. Added features such as a member badge may be added when they become available.

Evolving Human offers users the ability to donate to Evolving Human to support its mission directly or to others using our gift donation feature. Added features such as a member badge may be added when they become available.

10. **Evolving Human Memberships.** Evolving Human Memberships is a program that provides donors Membership benefits for donating to Evolving Human directly or on behalf of another user, as a gift. Membership benefits provide access to programming and unique content while no goods of any fair market value are provided. This may include access to a digital network to connect with other Evolving Human community members, powered by Mighty Networks. If a member signs up for access, then their [privacy policy](#) will apply. If donors offer a gift membership, Evolving Human will collect information from the person that was gifted as a donor subscriber; and will only use the donor's information for purposes of fulfilling the gift membership.

Evolving Human Memberships is a program offered to donors or gifted to individuals and include access to programming and special member-only content; including a network to promote community discussions and interactions.

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Legal risk and responsibilities

11. **No Warranties.** All Content (including but not limited to: Evolving Human posts, animations, videos, transcripts, podcasts etc.) is made available AS IS and Evolving Human does not offer any warranty of any kind, or represent that the Content will be accurate, complete, or error-free. Evolving Human is not liable for the usage of, implementation of, impact from, or communication of the ideas presented in any Content, or experiences that may be subscribed on a user's iOS device or on EvolvingHuman.world.

All content Evolving Human experiences are offered "as is," so we can't guarantee everything will be accurate, complete or entirely error-free. Please use our content thoughtfully and responsibly.

12. **Release and Indemnity.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE AND WAIVE ANY AND ALL CLAIMS AND/OR LIABILITY AGAINST EVOLVING HUMAN ARISING FROM CONNECTION WITH YOUR USE OF EVOLVING HUMAN SITES, ANY SUBSCRIPTION TO EVOLVING HUMAN, OR ANY EVOLVING HUMAN SPONSORED BROWSER EXTENSION TOOLS. YOU ALSO AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Evolving Human, ITS PARENT ORGANIZATION, OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY LICENSORS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING FROM: (I) YOUR USE OF AND ACCESS TO EVOLVING HUMAN SITES; (II) YOUR VIOLATION OF ANY TERM OF THESE TERMS OF USE; AND (III) YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT.

You agree to be responsible for any issues you may have resulting from your use of Evolving Human content.

13. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL EVOLVING HUMAN OR ITS PARENT ORGANIZATION, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE ACCESS OF, USE OR INABILITY TO USE EVOLVING HUMAN CONTENT, INCLUDING WITHOUT LIMITATION, USE OF OR RELIANCE ON INFORMATION, INTERRUPTIONS, ERRORS, DEFECTS, MISTAKES, OMISSIONS, DELETIONS OF FILES, DELAYS IN OPERATION OR TRANSMISSION, NON-DELIVERY OF INFORMATION, DISCLOSURE OF COMMUNICATIONS, OR ANY OTHER FAILURE OF PERFORMANCE.

Under no circumstance can Evolving Human be blamed for any damages you may have related to your use of Evolving Human and our platforms.

14. **Entire Agreement.** These Terms of Use constitute the entire agreement between users and the Evolving Human Sites, governed by the laws of British Columbia, Canada without regard to conflict of laws principles. You agree to submit to the personal jurisdiction of the courts located within the province of British Columbia, Canada. Any headings or summaries provided on this page are used for reference purposes only and do not serve any legal effect. By accessing Evolving Human Sites and Content, you agree to be bound by the terms and conditions herein.

