



Terms of Use Agreement

LifeNaut.com (5/26/11)

Lifenaut.com ("LN" or "we") is an online networking and personal data storage service designed to test the hypothesis that conscious analogs of people can be brought to life based on sufficiently detailed mindfile data, and to enable people to store information such as text, files, images, photos, video, sounds, musical works, works of authorship, medical/health/genetic records, and other materials (collectively, "Content"), and to share such Content with the general public. The services offered by LN include the LN website (the "Site"), and any other features, content, or applications offered from time to time by LN in connection with the Site (collectively, the "LN Services"). The Site and the LN Services are owned by Terasem Movement Foundation Inc. ("Terasem"), a 501(c)(3) not-for-profit charity endowed for the purpose of educating the public on the practicality and necessity of greatly extending human life, consistent with diversity and unity, via the geoethical application of nanotechnology and personal cyberconsciousness.

This page states the Terms of Use Agreement ("Agreement") under which You may use the Site and the LN Services offered on the Site. Please read this page carefully. By using this Site and/or the LN Services, You agree to be bound by this Agreement, whether you are a "Visitor" (meaning You simply browse the Site) or You are a "Lifenaut" (meaning You have created an Account to store Your Content and share it with the general public). If You do not accept this Agreement, please do not use this Site. If You wish to become a Lifenaut, You must read this Agreement and indicate Your acceptance during the registration process. In order to participate in certain LN Services, You may be notified that You are required to download software or content and/or agree to additional terms and conditions. Unless otherwise provided by the additional terms and conditions applicable to the LN Services in which You choose to participate, those additional terms are hereby incorporated into this Agreement. LN may, in its sole discretion, revise this Agreement at any time; therefore, You should visit this page periodically to review the Agreement.

I. User Eligibility

Use of and Lifenaut status in the LN Services is void where prohibited. By using the LN Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 13 years of age or older; and (d) your use of the LN Services does not violate any applicable law or regulation. Your Account may be deleted and your Lifenaut status terminated without warning if we believe that You are less than 13 years of age. The LN Services are for personal use only.

II. Term

This Agreement shall remain in full force and effect while You use the Site or are a Lifonaut. You may terminate your Lifonaut status at any time, for any reason, by following the instructions on the FAQ page. LN may terminate your Lifonaut status at any time, without warning. Even after your Lifonaut status is terminated, this Agreement will remain in effect.

III. Intellectual Property Policy

When using this Site, LN requires Visitors and Lifonauts to respect the intellectual property rights we have in the Site's contents, such as text, graphics, images and other content (the "Site Material"). LN also requires Visitors and Lifonauts to respect the intellectual property rights others when submitting Content or viewing a Lifonaut's online personal profile.

LN hereby grants You a limited, revocable, nonsublicensable license to view and download a single copy of the Site Material for Your personal use. Unauthorized use of the Site Material violates copyright, trademark, and other laws. You agree to retain all copyright and other proprietary notices contained in the original Site Material on any copy You make of such material. You may not sell or modify our Site Material or reproduce, display, distribute, or otherwise use the Site Material in any way for any public or commercial purpose. Use of the Site Material on any other web site or in a networked environment is prohibited. The names, marks and logos appearing on the Site or included in the Site Material are, unless otherwise noted, trademarks owned by or licensed to LN.

With respect to Content You submit to LN, You represent and warrant at all times during the term that: (i) You own such Content or otherwise have the right to grant the license set forth in section IV(a) below (ii) submission of Your Content to LN does not violate any copyright, trademark, trade secret or other intellectual property right of any third party (iii) You have obtained permission from each person (or, if applicable, their parent/guardian) appearing in any photograph and/or visual image you submit to LN as part of Your Content (iv) submission of Your Content to LN does not violate the privacy rights, publicity rights, or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content submitted by you to LN.

LN also contains the Content of Lifonauts and other LN licensors. Except for Content posted by You, You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the LN Services.

It is the policy of LN to terminate the Lifonaut status of Lifonauts who repeatedly infringe the copyright rights of others upon our receipt of proper notification from the copyright owner or the copyright owner's legal agent.

We ask all Lifonauts to inform us immediately if they have reason to suspect that any material submitted by a Lifonaut infringes someone's intellectual property rights.

If You believe Your copyrighted work has been submitted to LN in a way that constitutes copyright infringement, please provide our designated Copyright Agent with Your name, address, phone number, and email address, along with a statement that the infringing material is being used without consent. LN's designated Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Nick Mayer
Terasem Movement Foundation, Inc.
P.O. Box 225
Bristol, Vermont 05443
Email: Terasem@gmavt.net

IV. Rights and Responsibilities Regarding Content Posted on the Site or Through LN Services

a.) License for Content Submitted to Lifonaut.com

LN does not claim any ownership rights in the Content that You display or publish ("post") on the Site or through the LN Services. After posting Content to the Site or through LN Services, You continue to retain all ownership rights in such Content and continue to have the right to use it in any way You choose. By posting Your Content on the Site or through the LN Services, however, You hereby grant to LN a non-exclusive, limited license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content solely on the Site and through LN Services (meaning You are free to license Your Content to anyone else in addition to LN).

Without this license, LN would be unable to provide certain LN Services. For example, without the right to modify Lifonaut Content, LN would not be able to digitally compress music files that Lifonauts submit or otherwise format Content to satisfy certain technical requirements. Without the right to publicly perform Lifonaut Content, LN could not allow Visitors and Lifonauts to listen to music posted by other Lifonauts to their Accounts. The license you grant to LN is fully-paid and royalty-free (meaning that LN is not required to pay You for the use on LN Services of the Content that You post), sublicensable (so that LN is able to use its affiliates and subcontractors such as Internet content delivery networks to provide the LN Services), and worldwide (because the Internet and the LN Services are global in reach). This license will terminate at the time You remove Your Content from LN.

This license does not grant LN the right to sell or license Your Content, nor does the license grant LN the right to distribute Your Content outside of the LN Services.

b.) Prohibited Content

The following is a partial list of the kind of Content that is illegal or prohibited to post on the Site or through the LN Services. Prohibited Content includes, but is not limited to Content that LN, in its sole discretion, reasonably believes:

- * 1. is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- * 2. harasses or advocates harassment of another person;
- * 3. exploits people in a sexual or violent manner;
- * 4. contains pornography, violence, or offensive subject matter or contains a link to an adult website;
- * 5. solicits personal information from anyone under 13;
- * 6. promotes information that is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- * 7. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- * 8. includes a photograph of another person that you have posted without that person's consent;
- * 9. includes the medical/health/genetic records of individuals from whom no authorization to post such information has been obtained.

c.) Prohibited Activities

The following is a partial list of the kind of activity that is illegal or prohibited on the Lifonaut.com Website and through your use of the Lifonaut.com Services. Prohibited activity includes, but is not limited to:

- * 1. criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- * 2. covering or obscuring the banner advertisements on your online personal profile page, or any LN page via HTML/CSS or any other means;
- * 3. any automated use of the system, such as using scripts to add Lifenauts or send comments or messages;
- * 4. interfering with, disrupting, or creating an undue burden on the LN Services or the networks or services connected to the LN Services;
- * 5. attempting to impersonate another Lifenaut or person;

- * 6. using the Account, username, or password of another Lifenaut at any time or disclosing your password to any third party or permitting any third party to access your account;
- * 7. selling or otherwise transferring your Account;
- * 8. using any information obtained from the LN Services in order to harass, abuse, or harm another person;
- * 9. displaying an advertisement on your online personal profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the LN Services on behalf of that person; or
- * 10. using the LN Services in a manner inconsistent with any and all applicable laws and regulations.

d.) Removal of Lifenaut Content/Termination of Accounts

LN may remove any Content that, in its sole judgment, violates this Agreement or may be offensive, illegal or violate the rights, harm, or threaten the safety of any person. LN may also terminate the Accounts of Lifenauts and prevent their further access to the Site for violating these terms or the law. LN also reserves the right to investigate and take appropriate legal action against anyone who, in LN's sole discretion, violates in subsections (b) and (c) of this Section, including without limitation, reporting such violations to law enforcement authorities. The violation of any of the terms and conditions set forth in this Agreement shall result in the immediate revocation of Your right or license to use the Site Material and obligates You to immediately destroy any copies of the Site Material in Your possession.

Despite the prohibitions in subsections (b) and (c) of this Section, Content provided by other LN Lifenauts (for instance, in their online personal profiles) may contain inaccurate, inappropriate, offensive or sexually explicit material, products, services or activities, and LN assumes no responsibility for monitoring the LN Services for inappropriate Content or conduct. If at any time LN chooses, in its sole discretion, to monitor the Site or LN Services, LN nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the Lifenaut or Visitor submitting any such Content.

If You observe activities by any person that are in breach of this Agreement, please contact Terasem@gmavt.net or click on the "Report Terms of Use Violation" link at the bottom of the Browse page.

e.) Privacy/Security of Lifenaut Content

While we encourage You to post to Your Account on the Site or through LN Services Content You would like to share with the general public and other Lifenauts in accordance with Terasem's above stated purpose, you must choose carefully the Content you choose to post. You are solely responsible for the Content that You post to Your Account, and any material or information that You transmit to other Visitors and Lifenauts.

LN assumes no responsibility for the use or misuse of any medical/health/genetic records or other Content You post to Your Account on the Site or through LN Services. LN has no obligation to use, or solicit/enable others to use, for any purpose, any medical/health/genetic records or other Content You post to Your Account on the Site or through LN Services.

Content is not reviewed by LN prior to posting and does not reflect the opinions or policies of LN. LN makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that You transmit to other Lifonauts. LN cannot be responsible for the security or privacy of Your Content, nor does LN guarantee the security or privacy of Your Content. For more information, see our Privacy Policy.

f.) Retention of Lifonaut Content

LN shall retain any Content You post to Your Account on the Site or through LN Services for the duration of your Lifonaut status unless LN deems such Content to be violative of this Agreement or until such time as You decide to remove such Content from Your Account. Content posted to Your Account that LN deems to be in violation of this Agreement shall be immediately and permanently deleted. Termination of Your Lifonaut status, whether done by You or LN, shall result in the immediate and permanent deletion of any Content You have posted to Your Account.

Unless LN is instructed by You to the contrary, Your Lifonaut status will not terminate upon Your physical death. LN, therefore, will retain any Content remaining in Your Account after Your physical death in perpetuity. Provisions for the termination of Your Account by LN upon Your physical death must be contained in a will or other testamentary document properly executed by You.

V. Compliance With Laws

You agree to comply with all applicable local, state, national and international laws, rules and regulations, including without limitation, laws governing online conduct and the unlawful export of software or technical data to restricted individuals or countries.

VI. Communications With You

LN may communicate with You via email regarding Your use of the Site or Your submission of Content. You agree to receive emails from LN, or its designee, necessary for the normal functioning of the Site or in connection with LN Services.

VII. Limitation of Liability

You understand and agree that LN shall not be liable for any direct, indirect, special, consequential, incidental or punitive damages, (including without limitation damages resulting from lost data) resulting from the use or inability to use material on this site, whether based on warranty, contract, tort, or any other legal theory, and whether or not LN is advised of the possibility of such damages.

VIII. Disclaimer of Warranties

Although LN strives for accuracy in all elements of the Site Material, it may contain inaccuracies or typographical errors. LN cannot be responsible for the violation of these terms by Visitors or Lifenauts, or for the reliance by Visitors or Lifenauts upon false or misleading material submitted by other Visitors or Lifenauts. LN makes no representations about the accuracy, reliability, completeness, or timeliness of the material on this Site or about the results to be obtained from using the Site or from relying on its material. You use the Site and its material at Your own risk.

Online personal profiles created by Lifenauts on the Site may contain links to other websites. LN is not responsible for the Content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by LN. Inclusion of any linked website on the LN Services does not imply approval or endorsement of the linked website by LN. When you access these third-party sites, you do so at your own risk. LN is not responsible for the conduct, whether online or offline, of any Lifenaut or Visitor using the LN Services.

LN does not warrant that (i) the site will operate error-free (ii) the web site and its web servers are free of computer viruses, worms or other harmful material (iii) the quality of any products, services, information or other material obtained by you through LN or in connection with LN services will meet your expectations (iv) the site will operate in perpetuity. LN assumes no responsibility or liability for any lost data, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any Visitor or Lifenaut communication. LN is not responsible or liable for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the internet or on any of the LN services or combination thereof, including any injury or damage to a Lifenaut's computer or to any person's computer related to or resulting from participation or downloading materials in connection with the LN services. Under no circumstances shall LN be responsible for any loss or damage, including personal injury or death, resulting from use of the LN services, from any Content posted on the Site or through the LN Services, or from the conduct of any Lifenaut or Visitor using the LN Services, whether online or offline. If Your posting of Content and use of the Site or the Site's material results in any costs or expenses, including, without limitation, the need for servicing or

replacing equipment, data, and submitted content, LN shall not be responsible for those costs or expenses.

YOUR USE OF THIS SITE, ITS MATERIAL, AND THE LN SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. LN, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. ALTHOUGH LN STRIVES TO PROVIDE THOROUGH AND ACCURATE MATERIALS ON ITS SITE, WE MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS OR THE RESULTS USE OF THE WEB SITE OR SITE MATERIAL.

IX. Disclaimer of Medical and Nursing Practice

While we encourage You to post to your Account on the Site or through LN Services Your medical/health/genetic records as part of Your Content in accordance with LN's above stated purpose, LN is not licensed to and does not practice medicine or nursing. It is not a health care provider. By posting Your medical/health/genetic records, LN does not establish a health care provider-patient relationship with You. However, You do hereby provide your informed consent to permit LN to attempt and if possible achieve the creation of a conscious analog of yourself based on the information you have stored herein at such time as technology has advanced to permit such vivification and upon LN's reasonable belief that you are deemed legally dead.

X. Indemnity

By using this Web Site, You agree to defend, indemnify, and hold harmless LN, its officers, directors, employees and agents, from and against any and all losses, claims, damages, costs and expenses (including reasonable legal and accounting fees) that LN may become obligated to pay arising or resulting from Your use of the Site Material or Your breach of this Agreement. LN reserves the right to assume or participate, at Your expense, in the investigation, settlement and defense of any such action or claim.

XI. Governing Law

These Terms and Conditions are governed by the substantive laws of the State of New York, without respect to its conflict of laws principles. You agree to submit to the jurisdiction of the courts situated in Vermont with respect to any dispute, disagreement, or cause of action related to or involving this Web Site. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

No waiver of any of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided elsewhere on our Site, this Agreement constitutes the entire agreement between You and LN with respect to Your use of this Site and the LN Services.

Please consult our Privacy Policy for additional terms and conditions that apply to your use of and access to the Site.

I. About Lifonaut.com

Lifonaut.com ('LN' or 'we') is an online networking and personal data storage service owned by Terasem Movement Foundation, Inc. ('Terasem'), a 501(c)(3) not-for-profit charity endowed for the purpose of educating the public on the practicality and necessity of greatly extending human life, consistent with diversity and unity, via geoethical nanotechnology and personal cyberconsciousness. LN is designed to enable people to store information such as text, files, images, photos, video, sounds, musical works, works of authorship, medical/health/genetic records, and other materials (collectively, 'Content'), and to share such Content with the general public. Persons joining LN can change their profile information at any time and can control how other people and the service communicates with them.

This Privacy Policy states the terms under which personal information about You is collected and used when accessing the Site, whether You are a 'Visitor' (meaning You simply browse the Site) or You are a 'Lifonaut' (meaning You have created an Account to store Your Content and share it with the general public). Please read this page carefully. Capitalized terms used but not defined in this Privacy Policy have the meanings given them in the Terms of Use Agreement. Personal information means all personally-identifying information, non-identifying information, and Content to be used in connection with LN Services submitted by and/or automatically collected from Visitors or Lifonauts who access the Site. By accessing the Site, You agree to the terms set forth in this Privacy Policy. This Privacy Policy may be modified at any time without notice by posting the modified Privacy Policy here. You should check this Privacy Policy each time You visit the Site to identify and understand any changes made since your previous visit. By continuing to access or use the Site, You agree to be bound by any modifications to this Privacy Policy. Please consult our Terms of Use Agreement for additional terms and conditions that apply to your use of and access to the Site.

II. Information Collected By LN

a. Account Creation Information

As a Lifonaut, Your privacy is important to us. LN does not collect personally-identifying information about You (such as your name, address, telephone number, or e-mail address) unless You voluntarily submit that information to LN when you create an Account, send inquiries to LN, or participation in certain activities on the Site.

b. Content

As a Lifonaut, any Content You post to Your Account on the Site or through LN Services will be completely accessible to the general public and may be shared. Your Content may include personally-identifying information apart from that required to create an Account. LN assumes no responsibility for securing any Content You post to Your Account on the Site or through LN Services. LN has no obligation to use, or solicit/enable others to use, for any purpose, any information You post to Your Account on the Site or through LN Services.

c. Information Gathered Automatically

When You visit our Site, LN may automatically collect certain non-identifying Information about You, such as your movement about the site or the pages on the site You visit most frequently, the type of browser or computer operating system You use, or the domain name of the website from which You linked to the Site. When You request pages from our server, our web server automatically collects some information about You, including your IP address. IP addresses are used by computers on the network to send the requested pages to You. In addition, LN may store small files on Your computer's hard drive as a 'cookie' or similar type of file to track and target your interests and preferences to ensure that You are not repeatedly offered the same advertisements and to customize newsletter, advertising, and Site content based on browser type and Lifonaut Account information. LN uses this information internally to help LN enhance the efficiency and usefulness of the Site and to improve customer service. If You object to this practice, please consult Your browser's documentation for instructions on erasing or blocking cookies.

III. Links

LN contains links to sites. LN is not responsible for the privacy policies and/or practices on other sites. When linking to another site a user should read the privacy policy stated on that site. Our privacy policy only governs information collected on LN.

IV. Correcting/Updating or Removing Information

LN users may modify or remove any of their personal information at any time by logging into their Account.

V. Use of Information Collected By LN

LN treats the information in our Lifonaut database and any personally-identifying information You submit to create an Account as confidential. Information LN gathers, whether voluntarily provided by You or automatically collected, may be used for our internal business and marketing purposes. LN does not sell or

otherwise disclose such information to third parties except under strict contracts involving customer service or the enhancement of customer programs. Notwithstanding the foregoing or any other statements or representations here or elsewhere on our Site, LN reserves the right to disclose any information, including Content submitted by You in connection with LN Services, in our possession if LN believes that disclosure is necessary: (1) to conform to legal requirements or to respond to a subpoena, search warrant or other legal process received by LN, whether or not a response is required by applicable law; (2) to enforce the LN Terms of Use Agreement or to protect our rights; or (3) to protect the safety of members of the public and LN Lifonauts and 4) to attempt to create conscious analogs of Lifonauts in the future when adequate technology becomes available LN reserves the right to transfer personal information to a successor in interest that acquires rights to that information as a result of the sale of LN or substantially all of its assets to that successor in interest.

VI. Additional Privacy Protections for Children

This Site is not designed for or targeted to children under the age of 13 Any information submitted when an Account is created that LN reasonably believes originated from a child under 13 years of age will be deleted. Children should never reveal their addresses, phone numbers, or other personally identifying information to any strangers on the Internet.

VII. Security

LN has reasonable security measures in place to protect the personally-identifying information You submit to create an Account; however, LN cannot guarantee the security of Your personally-identifying information, Your non-identifying information, or any Content You post to Your Account. Personally-identifying information submitted to create an Account is accessible to those LN employees who need it to perform the LN Services, such as our customer service personnel and technical staff. When You communicate with LN by email or submit your Content, however, Your communication is not necessarily secure and is subject to all of the risks of electronic communication, such as unauthorized entry or use, hardware or software failure, and other factors that may compromise the security of Lifonaut information at any time. LN assumes no responsibility for the security of any Content You post to Your Account and/or personally-identifying information. LN reserves the right to update or otherwise alter our security practices if and when it seems appropriate.

VIII. Contact Information

If You are concerned about the personally-identifying information or Content You have provided to LN, or would like to review, update, or delete that personally-identifying information or Content, please contact LN at Terasem@gmavt.net. LN will make reasonable efforts to comply with your request.

If you do not wish to receive marketing or promotional materials from LN, please send an email to Terasem@gmavt.net with the words 'Remove from marketing lists' in the subject line and re-type the email address to be removed in the text of the email for verification purposes.

If You have any questions about this privacy statement, the practices of this site, or your dealings with LN, please feel free to contact LN at the following address:

Terasem Movement Foundation, Inc.
P.O. Box 225
Bristol, Vermont 05443
Email: Terasem@gmavt.net

IX. Miscellaneous

This Web Site originates from the State of Vermont. LN does not claim that the Site Materials on this Web Site are appropriate or may be used outside of the United States. Access to the Site Materials by certain persons or in certain countries may not be lawful. If You access the Web Site from outside of the United States, You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction.

Research Project

The purpose of this website is to test the Terasem Hypotheses that (1) a conscious analog of a person may be created by combining sufficiently detailed data about the person ("mindfile") organized at this website with future consciousness software ("mindware"), and (2) that such conscious analog can be downloaded into a biological or nanotechnological body to provide life experiences comparable to those of typically birthed humans.

If even the first part of the two Terasem Hypotheses is shown to be true, the conscious analogs will be independent persons with rights and obligations dependent upon their capabilities.

I hereby understand and accept that by creating a mindfile at this website I am participating in a test of the Terasem Hypotheses and that a result of this participation may be the creation of one or more new legally independent persons whose memory consists of the mindfiles I create, and whose consciousness arises from those mindfiles.

I hereby waive any and all claims of liability against Terasem, its agents, employees, principals or management, or against any conscious analogs that may arise from my participation in testing the Terasem Hypotheses, for any acts or omissions of Terasem or the conscious analogs in connection (directly or indirectly) with testing, proving or validating the Terasem Hypotheses.

If you DO NOT AGREE you are permitted to visit mindfiles on this site but you will be unable to create a mindfile.