

**Global Equity Organization (GEO)
Board of Directors Manual
May 2007**



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Global Equity Organization Board of Directors Manual May 2007

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Section 1

Introduction

This manual is designed to guide Board Members and staff on the duties and responsibilities of the Board of Director members, various Board committees and reviews the protocol for election new Board members. This manual also contains copies of the Bylaws and Terms and Conditions for Membership. If there is a discrepancy between this manual and the website, the language on the website will supersede anything in this document.

This document is designed to be reviewed frequently by Board Members and changes made as necessary. With the exception of the legal Appendix, this manual is meant as guidance only.

Section 2

Election Procedures

Normally, the election for the next fiscal year is held in June of each year. In the spring, the Board confirms the Board Member who will serve as the Officer of Elections for the upcoming election. This person represents the Board during the election and ensures that the election is organized in a fair manner and interfaces with the GEO staff who will administer the election. In April/May, the Executive Director will send out a call for nominations. Any individual working in the equity compensation field is eligible to run for a Board seat; before taking a Board seat the elected individual must be an active GEO member. Nominees, including current Board members, are requested to submit a biography as well as photo. These are then posted on the elections page of the website on the first day of balloting.

The Board Chair and Elections Chair will be available to talk to any nominee who has questions. In the case of the Board Chair running for re-election, the designated Board member who will answer questions will be the Vice-Chair. If the Vice-Chair is also running for re-election, it should fall to someone on the Executive Committee who is not running for re-election.

As of a certain date, generally May/June, all GEO members of record may vote for the number of open positions available. Ballots will be distributed electronically, or in the case of other electronic means, a method available to all members. The elections are open for a minimum of two (2) weeks and generally end on June/July. The Officer of Elections will monitor the voting, and in the case of questions or concerns, will work with the Board Chair (if he or she is not up for re-election) or Vice-Chair.

Once the election is completed, the Officer of Elections will review the results and ensure that the Bylaw requirements are met. The Officer of Elections will also ensure that newly elected Board members do not represent any other firm of existing Board members. The "one-firm/one-Board member" policy will be applied during the time of elections only. The policy will be applied in the following manner – if two individuals are running for a Board seat from the same firm (and there is not currently a Board member from the designated firm) the individual with the highest number of votes will be elected to the seat. This policy applies equally if a current Board member is up for re-election and another individual from the same firm submits for election. The policy will not be applied, if after election, an individual changes employment and becomes employed by a firm represented by another Board member.

Once the election results are official, the Officer of Elections will inform the Chair, the Board and the Executive Director. The winning members will be notified by the Chair or Officer of Elections to ensure that each person understands their responsibilities and accepts the position. In the case of someone who has won the election but who decides not to accept the position, the GEO Board will select an appropriate replacement for a board position.

In the instance where a continuing term Board member resigns, the Executive Committee will appoint someone to fulfill the seat of the resigning Board member. Care must be taken to ensure that the staggered board terms are corrected during the election process. This means that the person who has the least amount of votes of the seats open receives the shortest term. Regular seats have a 3-year term.

At the next meeting of the Board of Directors following the election, the Board will approve the new Board members and the Secretary will include the results in the Board records.

Section 3

Board Member Duties

Once a GEO member has accepted the responsibility to become a Board member, he or she becomes an important representative of the organization. This section will outline various ways the Board member can support and protect the organization. This responsibility should not be taken lightly - being a member of the GEO Board of Directors is an important undertaking.

As soon as the new Board is selected, the GEO website will reflect the new Board members and their company's name. All Board members agree that they are available to be contacted by any GEO member or potential GEO member for any reason.

General Board Member Responsibilities

GEO Board members serve in a very high-profile position within the organization. They represent the organization, set policy, and serve as spokespersons for the organization, the industry, and their clients, colleagues, and peers. Listed below are 10 general principles that all Board members of nonprofit Boards should consider and use as guiding considerations of their role in the organization:

- 1) Determine and guide the organization's mission and purpose
- 2) Select the executive director
- 3) Support the executive director and review his or her performance
- 4) Ensure effective organizational planning
- 5) Ensure adequate resources
- 6) Manage resources effectively
- 7) Determine and monitor the organization's programs and services, including the financial policies.
- 8) Enhance the organization's public image
- 9) Serve as a court of appeal for member considerations
- 10) Assess its own performance, effectiveness, and role

Board Meetings

An important component to Board duties is participating on Board meeting calls and joining meetings in person, when scheduled as such. At present, the Board meets twice a year in person - at the beginning of the GEO conference and in September/October. These in person meetings last between a half-day and two (2) days. Board meetings by audio conference generally last 1-2 hours and are scheduled when it is most convenient for most Board members, typically every four (4) to six (6) weeks. On occasion, emergency Board meetings are called in order to address a pressing organizational matter. A quorum of at least 50% of Board members must be present on any call to determine policy matters. It is extremely important for Board members to attempt to adjust their schedules to accommodate emergency meetings, however an absence from an emergency meeting does not count toward the absence policy described below.

Board Meeting Absence Policy

Due to the global nature of this organization, our teleconference meetings may require some members to participate late at night or early in the morning. As per the Bylaws, Board Members cannot miss more than two (2) consecutive Board meetings. In addition, to the stated Bylaw considerations a Board member shall not miss one-third of the total number of board meetings in a twelve-month period. If they do, the Chair may discuss replacing the Board member during the third missed Board meeting.

Conflict of Interest

As an elected member of the Board of Directors, it is extremely important that all Board members understand their commitment to the organization, their fiduciary responsibility to the growth and fiscal health of the organization and to promote the mission statement of the organization. Board members who do not feel comfortable with this responsibility should inform the Executive Committee and consider resigning their seat if the issues cannot be resolved.

More specifically, Board members are subject to constantly review their activities in relation to the best interest of the organization. Board members must monitor any possible conflict of interest between their actions and those of the organization, if those personal or professional interests of a Board member do arise there may be a conflict of interest. Conflict of interest includes potential projects or products developed by companies and firms who employ the Board member that compete with the spirit and nature of GEO and/or serving on other Advisory Board or Board of Directors for competing organizations that have similar goals and objectives to GEO. Any Board member who is concerned that there may be in conflict of interest must inform the Board Chair as soon as possible.

If necessary, the Board Chair can ask the Executive Committee to consider the situation and provide guidance. If the Executive Committee determines the situation to be a conflict of interest, the Board member will be asked to formally resign. If the Board member does not want to resign, the Board Chair is obligated to inform the Board and the Board member may either appeal the decision with the Board or consider alternative actions to remove themselves from the conflict of interest (i.e., resign from the other Board).

Supporting the Organization

As an elected Board member, it is extremely important that all Board members represent GEO, its mission and activities to their contacts and the stock plan community. Wherever possible, Board members should utilize their contacts, opportunities and presentations to inform professionals about GEO.

All Board members are asked to distribute marketing materials, conference brochures, GEO Award information and relevant organizational information. In addition, Board members should assist in the organization of at least one chapter meeting per year and if possible, present to at least one chapter meeting not in their

local area during their term of office.

All Board members will be responsible to participate (and in some cases, Chair) Board Committees. These committees, described in Section 4, include the Executive Committee, Speaker Selection, GEO Awards, Conference, Elections, Certification, Compensation, Finance, Regional Meetings/Partnerships and Marketing/Membership. The Executive Committee can create new committees as necessary. Committees are generally chaired by senior Board members.

In addition, Board members should make themselves available to the Executive Director to discuss pertinent issues as they develop. Outside of regularly scheduled board meetings, contact of at least once a quarter should be made between the Board member and the Executive Director.

Section 4

Board Committees

Each Board committee is assigned a chair. The chair is responsible to convene meetings, ensure that Board members are assigned responsibilities and follow through with those duties and report back to the Board at Board meetings. What follows are descriptions of current committees and their objectives and goals. These committees may change as required by the organization.

Executive Committee: The Executive Committee (EC) is the only committee defined in the organization's Bylaws. The EC is composed of the Chair, Vice-Chair, Treasurer, Secretary and an Ad Hoc member. The EC meets when necessary and can make executive decisions that do not require the entire Board. The EC provides the year-end review of the Executive Director and makes recommendations on his/her salary and/or bonus.

Speaker Selection: This committee is responsible to review the speaker proposals submitted for each Annual Conference. The committee determines relevant and appropriate speakers and presentations and work with the Executive Director to develop the conference schedule.

The Events Committee: The Events Committee is responsible for all GEO events, including the awards and the conference.

. *GEO Awards:* The committee is responsible for the overall guidance of the Annual GEO Awards. This includes determining the date and location for the Awards Gala, locate and confirm the judges, review the marketing materials and review the award categories each year. In addition, the committee assists GEO staff with the decisions regarding the event (meals, entertainment, etc.).

. *Conference:* The committee is responsible to work with GEO staff members to identify and recommend conference locations, recommend conference pricing (including sponsorships and booth prices) and determine special events. The recommendations must be approved by the Board. In addition, the committee will review the menu choices, marketing materials, give-ways and any other conference related issues that the GEO staff may require guidance on.

Elections: The Elections committee is currently comprised of one member – the Officer of Elections. The Officer of Elections is a Board member that is not running for re-election and fulfills the duties as outlined in Section 2. The Board must approve the Officer of Elections.

Certification: This committee is an exploratory committee that is considering either adopting a certification program for international share plan professionals or working closely with an organization who will sponsor such as a program. As such a program does not currently exist, this committee will make recommendations to the Board on how to fulfill this service for the GEO community.

Compensation: The Compensation committee is responsible to review the compensation and bonus plans for the Executive Director and, when requested, compensation for the staff. The Executive Director is solely responsible for determining the compensation and bonus plans for staff members. The Compensation committee is also responsible for any employment issues requiring Board attention. This committee is often the same as the Executive Committee.

Marketing/Membership: This committee will meet at least 4 times per year to advise and review current marketing initiatives and review the membership opportunities. This includes the cost of membership, corporate membership programs, etc. This committee will also work closely with the Executive Director to review the website and website content.

Finance Committee/Audit: This committee is responsible to review financials with the Executive Director and any designated outside financial consultants/staff chosen by the Executive Director. These reviews should be carried out on a quarterly basis and the Committee Chair is responsible to report the full Board on the organization's fiscal strength and any financial issues. This committee will also ensure that an outside audit is conducted on a regular basis.

Regional Meetings and Partnerships: This committee will meet as necessary to discuss and strategize on how to engage other regional or national organizations, networks, and individuals so those groups can become more involved with GEO.

Section 5

GEO Member Responsibilities

Although this manual describes the responsibilities of GEO Board members, GEO members also agree to certain responsibilities when they become a member. For a detailed description of their responsibilities, please see Appendix C. GEO members are responsible to behave in an appropriate manner. This includes not using the GEO directory for business solicitation purposes and to participate in GEO events for the purposes intended. Any GEO member found in contempt of the Member Guidelines can have their membership revoked by the Executive Director. If the member wants to appeal the decision, they can request a hearing with the Executive Committee, who can decide to present the situation to the Board of Directors. If the Board determines that the member should be reinstated, it will require a majority vote of the Board.

Appendix A – GEO Bylaws

Visit the GEO website for the latest version of the GEO Bylaws.

Appendix B - Guiding Principles

Global Equity Organization members are dedicated to:

- Promoting high standards of competence, professionalism, and performance in the administration of share plans.
- Obtaining and disseminating information on the subject of share plans for the benefit of other members and their employers through the GEO web site, conferences, seminars, and publications.
- Encouraging the exchange of ideas and mutual assistance among members.
- Facilitating the association of professionals handling all aspects of global share plans.
- Respecting the confidentiality and personal nature of the information available to GEO members.

Appendix C - Terms and Conditions of Membership

1. ACCEPTANCE OF TERMS

Welcome to GEO. Membership in GEO and use of the GEO web site is subject to the following Terms of Participation ("TOP"), which may be updated by us from time to time without notice to you; provided that, we will not alter Section 7 ("Content Submitted to GEO") without prior notice to and acceptance by you.

2. DESCRIPTION OF SERVICES

GEO provides users with access to a rich collection of on-line resources. In order to fully realize the membership benefits of GEO, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

3. YOUR MEMBERSHIP OBLIGATIONS

In consideration of your GEO membership and use of the GEO web site, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by GEO's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or GEO has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, GEO has the right to suspend or terminate your access to the web site and refuse any and all current or future use of the web site (or any portion thereof).

4. GEO PRIVACY POLICY

Pursuant to GEO's privacy policy, we may disclose to third parties certain aggregate information contained in your Registration Data or related data, provided that, such information will NOT include personally identifying information, except as specifically authorized by you or in the good faith belief that such action is reasonably necessary to comply with the law, legal process, to enforce the TOP, or under any of the other circumstances set forth in our privacy policy, as may be amended from time to time.

5. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not GEO, are entirely responsible for all Content that you upload, post or otherwise transmit via the web site. GEO makes every effort to

verify the quality and accuracy of information submitted to the web site, but cannot guarantee the Content posted on the web site and, as such, does not guarantee the accuracy, integrity or quality of such Content.

You agree to not use the web site to:

- a. upload, post or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a GEO official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the web site or develop restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page);
- e. upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- g. upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas of the Service that are designated for such purpose;
- h. upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- l. "stalk" or otherwise harass another;
- m. collect or store personal data about other users;

- n. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites;
- o. use your home page (or directory) as storage for remote loading or as a door or signpost to another home page, whether inside or beyond GEO; or
- p. engage in commercial activities without enrolling in GEO-approved affiliate programs. This includes, but is not limited to, the following activities:
 - offering for sale any products or services;
 - soliciting for advertisers or sponsors;
 - conducting raffles or contests that require any type of entry fee;
 - displaying a sponsorship banner of any kind, including those that are generated by banner or link exchange services, with the sole exceptions of the GEO Advertising Banner program and the Internet Link Exchange; and
 - displaying banners for services that provide cash or cash-equivalent prizes to users in exchange for hyperlinks to their web sites.

6. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

7. CONTENT SUBMITTED TO GEO

GEO does not claim ownership of the Content you place on the web site. By submitting Content to GEO for inclusion on the web site, you grant GEO the worldwide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing the information on GEO's Internet properties. This license exists only for as long as you continue to be a GEO member and shall be terminated at the time your GEO membership is terminated.

You acknowledge that GEO may prescreen Content, and that GEO and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the web site. Without limiting the foregoing, GEO and its designees shall have the right to remove any Content that violates the TOP or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

8. INDEMNITY

You agree to indemnify and hold GEO, and its subsidiaries, affiliates, officers, agents, directors or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of the web site, your connection to the web site, your violation

of the TOP, or your violation of any rights of another.

9. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the web site, use of the web site, or access to the web site.

10. GENERAL PRACTICES REGARDING USE

You acknowledge that GEO may establish general practices and limits concerning use of the web site.

11. MODIFICATIONS TO WEB SITE

GEO reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the web site (or any part thereof) with or without notice. You agree that GEO shall not be liable to you or to any third party for any modification, suspension or discontinuance of the web site.

12. TERMINATION

You agree that GEO, in its sole discretion, may terminate your password, use of the web site or use of any other GEO service, and remove and discard any Content within the web site, for any reason, including, without limitation, for lack of use or if GEO believes that you have violated or acted inconsistently with the letter or spirit of the TOP. GEO may also in its sole discretion and at any time discontinue providing the web site, or any part thereof, with or without notice. You agree that any termination of your access to the web site under any provision of this TOP may be effected without prior notice, and acknowledge and agree that GEO may immediately bar any further access to the web site. Further, you agree that GEO shall not be liable to you or any third-party for any termination of your access to the web site.

13. ADVERTISEMENTS AND PROMOTIONS

GEO runs advertisements and promotions on the web site. The manner, mode and extent of advertising by GEO on the web site are subject to change. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the web site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that GEO shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the web site.

14. LINKS

GEO may provide, or third parties may provide, links to other World Wide Web sites or resources. Because GEO has no control over such sites and resources, you acknowledge and agree that GEO is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that GEO shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by

or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

15. GEO PROPRIETARY RIGHTS

You acknowledge and agree that the web site and any necessary software used in connection with the web site ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the web site or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by GEO or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the web site or the Software, in whole or in part.

16. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE WEB SITE IS AT YOUR SOLE RISK. THE WEB SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GEO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. GEO MAKES NO WARRANTY THAT (i) THE WEB SITE WILL MEET YOUR REQUIREMENTS, (ii) THE WEB SITE ACCESS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEB SITE WILL BE ACCURATE OR RELIABLE, AND (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEB SITE WILL MEET YOUR EXPECTATIONS.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GEO OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOP.

17. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GEO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS

OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEB SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEB SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEB SITE; OR (v) ANY OTHER MATTER RELATING TO THE WEB SITE.

18. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 16 AND 17 MAY NOT APPLY TO YOU.

19. COPYRIGHTS

GEO respects the intellectual property rights of others and we ask our users to do the same.

20. GENERAL INFORMATION

The TOP constitute the entire agreement between you and GEO and govern your use of the web site, superseding any prior agreements between you and GEO (including, but not limited to, any prior versions of the TOP). The TOP and the relationship between you and GEO shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and GEO agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California. The failure of GEO to exercise or enforce any right or provision of the TOP shall not constitute a waiver of such right or provision. If any provision of the TOP is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOP remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOP must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOP are for convenience only and have no legal or contractual effect.

23. VIOLATIONS

Please report any violations of the TOP to the GEO Office.