

## TERMS OF USE

Women Corporate Directors Education and Development Foundation, Inc. (“WCD”, “we”, “our”, or “us”) is a 501(c)(3) organization that believes that corporations with a diverse population and (more) women on boards will outperform their competitors in bringing higher shareholder value. WCD provides its website [www.womencorporatedirectors.org](http://www.womencorporatedirectors.org) (the “Website”) as a means to provide information to the public about its foundation and issues relevant to women corporate directors, and as a means to provide information and services to its members.

Please read the following Terms of Use (“Terms”) carefully. The Terms apply to the Website and govern your use of the Website. You should check these Terms periodically to determine if any changes have occurred. We encourage you to review these Terms frequently, the date of the most recent revision to these Terms appears at the end of these Terms. Your continued access or use of the Website after such posting constitutes your consent to be bound by the Terms, as amended.

**THESE TERMS INCLUDE IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. BY ACCESSING OR USING THE WEBSITE, YOU ARE ENTERING INTO A LEGAL CONTRACT WITH WCD REGARDING YOUR USE OF THE WEBSITE AND YOU AGREE TO BE BOUND BY THESE TERMS AND ALL ADDITIONAL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ANY PORTION OF THESE TERMS, YOU SHOULD NOT ACCESS OR USE THE WEBSITE. SECTION 16 PROVIDES A BINDING ARBITRATION AGREEMENT. PLEASE READ IT CAREFULLY.**

### **1. Additional Policies**

Certain features of our Website may be subject to additional guidelines, terms, rules, or policies, which will be posted in connection with such features, including, but not limited to our [Privacy Policy](#). All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

### **2. Use of the Website**

We hereby grant you a non-exclusive, personal, non-transferrable, limited license to use and access the Website in accordance with these Terms. The Website is provided to you as a convenience and for your information only. WCD provides the Website for general guidance and the Website is intended to offer general information of interest. WCD does not warrant or represent that: (i) any materials, documents, images, graphics, logos, design, audio, video, and any other information provided from or on the Website (collectively, the “Website Content”) is accurate or complete; (ii) the Website Content is up-to-date or current; (iii) WCD has any obligation to update any Website Content; (iv) the Website Content is free from technical inaccuracies or programming or typographical errors; (v) the Website Content is free from changes caused by a third party; (vi) your access to the Website will be free from interruptions, errors, computer viruses or other harmful components; and (vii) any information obtained in response to questions asked through the Website is accurate or complete. You agree that your use of the Website is solely at your own risk.

### **3. Use Restrictions**

You may not use the Website: (i) for any unlawful purpose; (ii) to solicit others to perform or participate in any lawful or unlawful acts; (iii) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (iv) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (v) to cause or launch any programs, spiders, robots, or scripts or other automatic or manual devices or processes for the purpose of extracting, scraping, indexing, surveying, or otherwise data mining any portion of the Website, or unduly burdening or hindering the operation and/or functionality of any aspect of the Website; (vi) to attempt to gain unauthorized access to or impair any aspect of the Website, or the related systems, servers, or networks; (vii) for resale, time-sharing or other similar purposes; (viii) to stalk, harass or harm another individual; (ix) to impersonate any person or entity, or otherwise misrepresent your affiliation with any person or entity; (x) to use any portion of the Website or any Website Content in any manner that may give a false or misleading impression, attribution or statement as to us or any other person or entity; or (xi) to decompile, reverse engineer, jeopardize the correct functioning of the Website, or disassemble the Website, or otherwise attempt to derive the source code of the software that enables or underlies the Website, except as may be permitted by applicable law. We reserve the right to terminate your use of the Website for violating any of the prohibited uses.

### **4. Account**

In order to use certain features of our Website, you will need to register for an account and provide certain information. In doing so, you will be required to select a username and password. You agree to protect your username and password by, among other things, keeping them confidential and not sharing them with any other person. You agree to immediately notify WCD of any actual or suspected unauthorized use of your account or any other breach of security. WCD shall not be liable for any loss or damage arising from your failure to comply with the above requirement. In creating an account, you represent and warrant that: (i) all required information you submit to WCD is truthful and accurate; and (ii) you will maintain the accuracy of such information. WCD may suspend or terminate your account at any time, in our sole discretion, including for any use in violation of these Terms. Termination of your access to and use of the Website and/or your account shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability that you otherwise may have to WCD.

### **5. Disclaimers**

The Website and Website Content are for informational purposes only and you should not construe any Website Content as advisory, fiduciary, legal, financial, or other professional advice. Nothing on the Website constitutes professional advice, nor does any Website Content constitute a comprehensive or complete statement of matters discussed or the law thereto. All Website Content is general in nature and does not address the circumstances of any particular individual and WCD does not claim or represent that any particular Website Content is suitable for you. You agree and assume all risk and responsibility for any reliance on the Website or Website Content. If you want personal advice, consult a professional.

### **6. Modifications to the Website**

WCD reserves the right to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. You agree that WCD will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Website or any part thereof.

## **7. User-Provided Website Content**

The Website permits submissions, including feedback, questions, comments, and suggestions (“**User Website Content**”). You hereby grant (and you represent and warrant that you have the right to grant) to WCD an irrevocable, non-exclusive, royalty-free, perpetual, and fully-paid license to use, reproduce, modify, publish, translate, create derivative works from, distribute, transmit, perform and display such content or information (in whole or in part) worldwide and/or to incorporate into other works in any form, media or technology now known or later developed for the full term of any rights that may exist in User Website Content. WCD may sublicense all or part of its rights under this license or assign them to third parties. You also acknowledge that such submissions are non-confidential for all purposes. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Website Content. You assume all risks associated with your User Website Content and shall be solely responsible for the User Website Content and the consequences of submitting it. WCD cannot guarantee any confidentiality with respect to any User Website Content.

You agree that you will not post or transmit any of the following in your User Website Content: (i) anything that interferes with or disrupts the Website or the operation thereof; (ii) statements or material that defames, harasses, abuses, stalks, threatens or in any way infringes on the rights of others; (iii) unauthorized copyrighted materials or any other material that infringes on the intellectual property rights, trade secrets, privacy rights or other rights of WCD or any third party; (iv) statements or material that violates other contractual or fiduciary rights, duties or agreements; (v) statements or material that encourages criminal conduct or that would give rise to civil liability or otherwise violates any law or regulation in any jurisdiction; (vi) statements or material that contains vulgar, obscene, profane or otherwise objectionable language or images that typically would not be considered socially or professionally responsible or appropriate in person; (vii) statements or material that impersonates any other person or entity, whether actual or fictitious, including employees, members or representatives of WCD; (viii) anything that violates the privacy or publicity rights of any other person; (ix) statements or material that are off-topic, irrelevant, or inappropriate; (x) statements or material that constitute junk mail, spam or unauthorized advertising or promotional materials; and/or (xi) files that contain malicious code, viruses, are corrupted, or any other similar software or programs that may damage the operation of another's computer, network, or the Website.

WCD may delete any User Website Content for any reason in WCD's sole judgment. WCD has the right, but does not assume the responsibility, for monitoring User Website Content.

## **8. No Warranties**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE, WEBSITE CONTENT, AND USER WEBSITE CONTENT IS AT YOUR SOLE RISK. THE WEBSITE, WEBSITE CONTENT, AND USER WEBSITE CONTENT ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EITHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. WCD MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY

WHATSOEVER AS TO ANY OUTCOMES OR RESULTS FROM THE USE OF THE WEBSITE, WEBSITE CONTENT, OR USER WEBSITE CONTENT. WE MAKE NO WARRANTY THAT WEBSITE, USER WEBSITE CONTENT, OR WEBSITE CONTENT WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, ACCURATE, OR SAFE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR WEBSITE CONTENT, IS OR WILL REMAIN FREE FROM ANY VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE AT TIMES OR LOCATIONS OF YOUR CHOOSING.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WCD BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO YOUR RELIANCE ON THE WEBSITE, WEBSITE CONTENT, OR USER WEBSITE CONTENT, OR YOUR USE OR INABILITY TO USE THE WEBSITE, WEBSITE CONTENT, AND/OR USER WEBSITE CONTENT HOWEVER CAUSED AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY. WCD SHALL NOT BE LIABLE FOR NEGATIVE REPERCUSSIONS TO ANY PARTY BASED ON THE USE OF OR INABILITY TO USE THE WEBSITE, USER WEBSITE CONTENT, OR WEBSITE CONTENT, INCLUDING, BUT NOT LIMITED TO, LOST GOODWILL OR LOST PROFITS, FOR INACCURACIES OR ERRORS IN OR OMISSIONS FROM THE WEBSITE; DELAYS, ERRORS, OR INTERRUPTIONS IN THE TRANSMISSION OR DELIVERY OF THE WEBSITE, USER WEBSITE CONTENT, OR WEBSITE CONTENT; OR LOSS OR DAMAGE ARISING THEREFROM OR OCCASIONED THEREBY, OR BY ANY REASON OF NONPERFORMANCE. REMEDIES UNDER THESE TERMS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS.

TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED TO BE UNENFORCEABLE OR INAPPLICABLE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS, THE WEBSITE, WEBSITE CONTENT, OR USER WEBSITE CONTENT, WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF ONE U.S. DOLLAR (USD \$1.00). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **10. Indemnification**

You agree to defend, indemnify, and hold harmless WCD (and its officers, employees, members, managers, principals, directors, contractors, and agents) from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses, and costs (including reasonable attorneys' fees) assessed or incurred by us, directly or indirectly, with respect to or arising out of: (i) your use of the Website, Website Content, or User Website Content; (ii) your failure to comply with these Terms or applicable law; (iii) your use of the rights granted hereunder, including, but not limited to, any claims made by any third parties; and (iv) your willful misconduct.

## **11. Intellectual Property**

The Website and Website Content are owned and controlled by WCD. We expressly reserve all of our intellectual property rights in and to the Website and Website Content. No portion of the Website or Website Content may be reproduced in any form or by any means, except as provided elsewhere in these Terms. We are the owner of, or are otherwise permitted to the use, all trademarks, service marks, and logos used and displayed on the Website. Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of WCD's trademarks, service marks, or copyrights without our prior written permission. You may copy or print a single copy of any page from one of our Website for non-commercial purposes if you do not remove, modify or alter any copyright or proprietary rights notices that may be present. You may not otherwise: (i) remove or obscure any copyright, trademark, digital watermarks, proprietary legends or other proprietary notices from any portion of our Website; or (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our Website or Website Content, except as expressly permitted by WCD in writing.

## **12. Copyright**

If you are a copyright owner or agent thereof and believe that another user of the Website is unlawfully infringing copyrighted material(s), and wish to have the allegedly infringing material(s) removed, you must provide the following in the form of a notification pursuant to the Digital Millennium Copyright Act (DMCA): (i) identification of the copyrighted work(s) claimed to have been infringed; (ii) identification of the supposedly infringing material that is to be removed; (iii) information reasonably sufficient to permit us to locate the material on the Website; (iv) your address, telephone number, or email address; (v) a statement that you have a good faith belief that use of the material is in fact infringing and/or not authorized by the copyright owner, its agent, or the law; (vi) a statement that, under penalty of perjury, the information in the notification is accurate and where relevant you are authorized to act on behalf of the copyright owner; and (vii) your physical or electronic signature. The notification must be submitted to:

DMCA Designated Agent  
Women Corporate Directors Foundation  
P.O. Box 7487  
West Palm Beach, FL 33405

A provider of content subject to a claim of infringement may make a counter-notification. To file a counter-notification with us, please provide our DMCA Designated Agent a written communication containing the following: (i) identification of the supposedly infringing material that is to be removed; (ii) a statement that, under penalty of perjury, you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iii) your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your postal address is located, and that you will accept service of process from the party who submitted the infringement notification or his, her, or its principal or agent; and (iv) the signature, physical or electronic, of you or a person authorized to act on your behalf.

We will promptly provide the party that provided the notice of claimed infringement with a copy of the counter-notification, and inform the complaining party that we restore the removed or disabled content within ten (10) business days. If we do not receive notice that a lawsuit has been filed within ten (10)

business days after we provide notice of the counter-notification, we will restore the removed or disabled materials. Until that time, the materials will remain removed or disabled. Before filing a copyright notification with us, make a careful determination as to whether or not the use of the material of issue is or may be protected by the “fair use” doctrine. You could potentially be held liable for costs and attorneys’ fees should you file a takedown notice where there is no infringing use. If you are unsure whether there is infringement, it may be advisable to seek legal counsel.

### **13. Complaints**

If you believe that any content posted on the Website is inappropriate or violates any law, right of yours, obligation of WCD, or any regulation, please contact WCD at the above address, or by email at [admin@womencorporatedirectors.org](mailto:admin@womencorporatedirectors.org). WCD will evaluate each complaint received and perform a reasonable investigation. Where WCD determines it is appropriate, WCD may remove or modify the content that is the subject of the complaint. WCD may, but is not required to, also contact you regarding the complaint and its determination. You acknowledge, however, that certain Website Content is provided by third parties and that WCD is not responsible for such Website Content. WCD does not review or edit such content before it is posted. WCD will, however, review any Website Content that is the subject of a good faith complaint.

If you are a trademark holder and believe that Website Content infringes upon your trademark rights, please contact us by email at [admin@womencorporatedirectors.org](mailto:admin@womencorporatedirectors.org) or by mail at below address.

P.O. Box 7487, West Palm Beach, FL 33405

### **14. Errors, Inaccuracies, and Omissions**

Occasionally the Website and Website Content may contain typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information on the Website is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify Website Content except as required by law.

### **15. Governing Law**

These Terms and all matters arising out of or relating to the Website, Website Content, or User Website Content shall be governed by the laws of the United States and the State of Florida, without giving effect to the conflict of law provisions thereof.

### **16. Dispute Resolution**

Any dispute, controversy or claim arising out of or in connection with these Terms that has not been resolved by the informal negotiations will be resolved by final and binding arbitration exclusively (i) administered by the International Center for Dispute Resolution (the “**ICDR**”), and (ii) under the Commercial Arbitration Rules of the ICDR, (the “**ICDR Rules**”). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1), unless the parties to a particular dispute subsequently agree in writing that three arbitrators shall be appointed to resolve such particular dispute. All arbitrators shall be appointed exclusively in accordance with the ICDR Rules and this [Section 16](#). The place of arbitration shall be West Palm Beach,

Florida USA. The arbitration proceedings shall be conducted in English. Any award of the arbitral tribunal shall be final and binding on the parties to the arbitration and judgment thereon may be entered in any court of competent jurisdiction, and application may be made to any court of competent jurisdiction for injunctive or other relief in aid of such arbitration and for judicial recognition of the award and an order of enforcement. You and WCD hereby waive any right to appeal from any award to the extent allowed by applicable law and agree that UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the “**New York Convention**”) is applicable to the enforcement of any award. You and WCD further waive, to the extent permitted under applicable law, any right that they may have under any law applicable to these Terms or any party hereto to object to arbitration hereunder on the basis that such Terms were not entered into after a dispute had arisen. The parties further agree that arbitration under this Section 16 will be the exclusive method for resolving the disputes covered hereby, and no party to these Terms shall commence any action or proceeding in any court with respect to any such dispute except (i) to enforce this Section 16; (ii) to obtain provisional judicial assistance in aid of arbitration under this Section 16; (iii) to obtain injunctive relief (either permanent or temporary) in aid of any of the provisions of these Terms; or (iv) to enforce an arbitral award made in accordance with this Section 16. Except as may be required by law, neither party nor any arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. Nothing in this Section 16, or these Terms, however, shall prevent WCD from seeking immediate injunctive relief from a court of competent jurisdiction in the event WCD determines that its intellectual property or confidential information is being placed at risk by the acts or omissions of you or any person for whom you are responsible or any third party.

#### **17. Termination of Service**

We may suspend or terminate your right to access the Website, at any time, without notice, for conduct that we believe violates these Terms and/or is harmful to other users of the Website, to WCD, to the business of our Internet service provider, or as we otherwise deem appropriate, in our sole discretion. WCD will not have any liability whatsoever to you for any termination of your rights under these Terms.

#### **18. Age Restrictions**

You affirm that you are at least eighteen (18) years of age, or an emancipated minor, and are fully able and competent to enter into these Terms, and abide by and comply with these Terms.

#### **19. Privacy**

WCD collects and uses personal information about you when you access and use the Website in accordance with our [Privacy Policy](#).

#### **20. Electronic Communications**

By using the Website, you consent to receive electronic communications from WCD unless you follow applicable opt-out procedures. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. The foregoing does not affect your non-waivable rights.

## **21. Third Party Links**

The Website may include links and Website Content provided by third parties (“**Third Party Website Content**”). Third Party Website Content is provided for your convenience and information only. Third Party Website Content is not under our control and WCD is not responsible for the content of any Third Party Website Content. The inclusion of Third Party Website Content does not imply endorsement, affiliation, partnership, or sponsorship by WCD. Use of any Third Party Website Content is at your own risk. WCD shall not be liable for any damages or injury arising from such Third Party Website Content or transactions occurring therein. WCD cautions you to make certain you understand these risks and any applicable policies of Third Party Website Content before retrieving, using, relying upon, or purchasing anything, or before otherwise transacting, via the Internet.

## **22. Local Laws**

WCD makes no representation that the Website or Website Content are appropriate or available for use in jurisdictions outside the United States. Access to the Website from jurisdictions where such access is illegal is prohibited. If you choose to access the Website from other jurisdictions, you do so at your own initiative and are responsible for compliance with applicable local laws.

## **23. Export Restrictions**

The Website or Website Content may be subject to United States export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer, directly or indirectly, any United States technical data acquired from the Website or Website Content, or any products utilizing such data, in violation of the United States export laws or regulations.

## **24. General**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and WCD as a result of these Terms. To the extent that you have entered into Membership with WCD, these Terms will be interpreted together with that Membership to the extent possible provided that, in the event that any provision in these Terms is inconsistent with those in any such Membership, the legally enforceable provision that grants the greatest protection to WCD will prevail.

## **25. Severability**

If any part of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall govern such use. To the extent this remedy is not available and a provision of these Terms is held to be illegal, invalid or unenforceable under present or future law effective during the term hereof, such provision shall be fully severable and these Terms shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Unless otherwise specified herein, these Terms constitute the entire agreement between you and WCD with respect to the Website and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and WCD with respect to the Website.



## **26. Changes To These Terms**

WCD may revise these Terms, the Website, the Website Content, or stop providing the Website and/or Website Content at any time and without notice to you. We encourage you to review these Terms frequently, the date of the most recent revision to these Terms appears at the end of these Terms. Your continued access or use of the Website after such posting constitutes your consent to be bound by the Terms, as amended.

## **27. Contact**

If you have any questions about these Terms, please contact us at:

Women Corporate Directors Foundation  
P.O. Box 7487, West Palm Beach, FL 33405  
[admin@womencorporatedirectors.org](mailto:admin@womencorporatedirectors.org)

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