

## Terms of Use

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### **Eligibility**

By using the Site, and thereby agreeing to these Terms, you represent and warrant that (a) all registration and other information you submit, if any, is truthful and accurate; (b) you will maintain the accuracy of any information you provide; (c) you will not submit any personal information if you are under 13 years of age; (d) your use of the Site does not violate any applicable law or regulation, and (e) you will use this site in a professional and responsible manner, and not for any unethical or improper purpose.

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## **Privacy**

WCDF respects the privacy of your personal information—please read our Privacy Policy <https://www.womencorporatedirectors.org/WCD/docs/WCDF-Terms-of-Use.pdf>. By using the Site, and thereby agreeing to these Terms, you are also agreeing to our Privacy Policy.

## **Your Account**

WCDF may, at any time, terminate your service, refuse your membership, and remove or edit your content in its sole discretion. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You are also responsible for ensuring the information you provide to WCDF is true and accurate. You may not share your account credentials or password with any third party. To do so would be a violation of your membership agreement with WCDF (if you are a member), and a violation of these Terms.

## **Postings**

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You agree that you will not post or transmit any of the following materials: (1) anything that interferes with or disrupts the Site or the operation thereof; (2) statements or material that defames, harasses, abuses, stalks, threatens or in any way infringes on the rights of others; (3) unauthorized copyrighted materials or any other material that infringes on the intellectual property rights, trade secrets, privacy rights or other rights of WCDF or any third party; (4) statements or material that violates other contractual or fiduciary rights, duties or agreements; (5) 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; (6) 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; (7) statements or material that impersonates any other person or entity, whether actual or fictitious, including employees, members or representatives of WCDF; (8) anything that violates the privacy or publicity rights of any other person; (9) statements or material that are off-topic, irrelevant, or inappropriate; (10) statements or material that constitute junk mail, spam or unauthorized advertising or promotional materials; and/or (11) files that contain malicious code, viruses, corrupted files or any other similar software or programs that may damage the operation of another's computer, network, or this Site.

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## **Indemnification**

You agree to indemnify, defend and hold WCDF and its officers, directors, owners, members, managers, principals, agents, contractors and employees harmless from each and every claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, your

violation of these terms and conditions or your infringement of any intellectual property or other right of any person or entity.

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

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### **Complaints**

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

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You agree that this agreement and your use of this site are governed exclusively by the laws of the State of Florida, USA, without regard to its conflict of laws provision. Use of this site is unauthorized in any jurisdiction that does not give full effect to all provisions of this agreement, including without limitation this paragraph and the warranty disclaimers and liability exclusions above. Use of this site is also unauthorized in any jurisdiction where all or any portion of this site may violate any legal requirements and you agree not to access this site in any such jurisdiction. You are responsible for compliance with applicable laws. WCDF

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## **Dispute Resolution**

Any dispute, controversy or claim arising out of or in connection with this agreement that has not been resolved by the informal negotiations will be finally resolved by 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 a three arbitrators shall be appointed to resolve such particular dispute. All arbitrators shall be appointed exclusively in accordance with the ICDR Rules and this agreement. The place of arbitration shall be Tampa, 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 WCDF 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 WCDF further waive, to the extent permitted under applicable law, any right that they may have under any law applicable to this agreement or any party hereto to object to arbitration hereunder on the basis that such an agreement was not entered into after a dispute had arisen. The parties further agree that arbitration under this section will be the exclusive method for resolving the disputes covered hereby, and no party to this agreement shall commence any action or proceeding in any court with respect to any such dispute except (i) to enforce this section; (ii) to obtain provisional judicial assistance in aid of arbitration under this Section; (iii) to obtain injunctive relief (either permanent or temporary) in aid of any of the provisions of this agreement; or (iv) to enforce an arbitral award made in accordance with this section. Except as may be required by law, neither a 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, or the remainder of this agreement, however, shall prevent WCDF from seeking immediate injunctive relief from a court of competent jurisdiction in the event WCDF 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.

## **Severability and Integration**

If any part of this agreement is 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 agreement shall govern such use. To the extent this remedy is not available and a provision of this Terms of Use 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 this Terms of Use 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 of Use constitute the entire agreement between you and WCDF with respect to this site and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and WCDF with respect to this site.

## **General**

You agree that no joint venture, partnership, employment or agency relationship exists between you and WCDF as a result of this agreement or your use of this site. WCDF's performance of this agreement is subject to existing laws and legal process and nothing contained in this agreement is in derogation of WCDF's right to comply with law enforcement requests or requirements relating to your use of this site or information provided to or gathered by WCDF with respect to such use. To the extent that you have entered

into a membership agreement with WCDF, these Terms of Use will be interpreted together with that membership agreement to the extent possible provided that, in the event that any terms or provisions in these Terms of Use are inconsistent with those in any such membership agreement, the legally enforceable term or provision that grants the greatest protection to WCDF will prevail.

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