

PRIVACY POLICY

BEFORE SUBMITTING ANY PERSONAL INFORMATION TO THIS WEBSITE, PLEASE REVIEW THE FOLLOWING PRIVACY POLICY

1. Who's who?

"WCDF" refers to Women Corporate Directors Education and Development Foundation, Inc., a Florida not for profit corporation and registered 501(c)(3), doing business as the Women Corporate Directors Foundation. "We" or "Us" or "Our" in this privacy policy, refers to WCDF. The "Site" refers to this website (hosted at womencorporatedirectors.com) and all applications and content provided by or through that website. The Site is operated in the United States, and its content is designed to comply with U.S. laws and regulations.

"You" or "Your" refers to the person using the Site. If you are using the Site as part of your job, or on behalf of your employer, "You" or "Your" also refers to your employer.

2. What does this Privacy Policy Address?

This Privacy Policy (the "Privacy Policy"), applies to the information that We or Our designees collect via the Site or by other means when You use the Site. This Privacy Policy is a part of the website's Terms and Conditions available at <https://www.womencorporatedirectors.org/WCD/docs/WCDF-Website-Privacy-Policy.pdf> (the "Terms"). You accept this Privacy Policy and the Terms either as part of creating an account on the Site, or by otherwise using or accessing the parts of the Site that are accessible without creating an account. If you are using the WCDF Platform as part of your job, or on behalf of your employer, you are accepting it both on behalf of yourself personally, and on behalf of your employer. If you do not have authority to agree to this Privacy Policy and the Terms on behalf of your employer, you may not use it in connection with your job or on behalf of your employer, but You may still use it personally.

This Privacy Policy applies to information We ask You to provide to the Site, and to information collected automatically by the Site. Any unsolicited information provided by You (e.g. by sending an email to Us or posting a question in an online chat session or forum) is non-confidential and will not be treated as private information regardless of its content. When You provide unsolicited information to Us, You agree to grant (and by submitting it do grant) to WCDF a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable and fully sublicensable right and license to copy, publish and otherwise use the unsolicited information for any lawful purpose and without limitation or attribution.

In an effort to alert You further concerning WCDF's privacy practices, We may also collect, use or provide Your Personal Information (defined below) as disclosed in short "Privacy Notices" posted on the Site from time to time, or otherwise provided to You in the process of Your using the Site. Such Privacy Notices are in addition to, and not in lieu of, this Privacy Policy. To the extent they are different from this Privacy Policy, they will apply only to the specific Personal Information expressly discussed in the Privacy Notice. This Privacy Policy is intended to be construed together with any such Privacy Notice.

3. What Information We Gather

3.1 Personal Information

“Personal Information” means individually identifiable information about an individual collected from that individual by WCDF via the Site or by other means (for example, by Your voluntarily submitting Personal Information to Us via the completion of a registration form or in an email or written document You send to Us, other than an unsolicited communication). The types of Personal Information that We may request include, without limitation, Your name, mailing address, email address, social media account information, and telephone number. Where there are links between the WCDF Platform and third party sites or social networks, We may collect account information for accounts You use on those third party sites or social networks. We collect payment card and financial institution information as well, in order to allow Us to collect and distribute payments. We do not store credit card numbers, however, (other than the last four digits) once a transaction is completed. Even though We don’t view them as “Personal Information,” We may also collect Your internet protocol (IP) address, MAC address, or other machine identifiers as You access the Site, and information regarding what parts of the Site you used, and how extensively You used various features.

We require registration in order for You to use parts of the Site. As part of the registration process, You will be required to provide Us with Personal Information. Some of the Personal Information that We ask You to provide is mandatory and some is voluntary. If You do not provide the mandatory information, You may not be able to use the Site or Your use may be limited to only certain portions. We reserve the right to change which parts of the Site require registration, and which do not, as We modify and update the Site, the Terms and this Privacy Policy.

3.2 Accessing and Updating Your Personal Information

You may update Your Personal Information via the Site, other than certain information relating to credit card transactions. Credit card transactions initiated through the Site are processed by a third party service that may retain information relating to those transactions so that they can be processed and a record of the transaction maintained. That information cannot be updated by You through the Site. If you have questions about such information, you may contact Us and we will provide contact information you may use to try to contact the service provider. WCDF does not have access to, or control over, transaction information generated or retained by payment processors.

If You should become aware that Your Personal Information as stored on the Site is not complete and accurate, You must promptly update Your Personal Information via Your account. It is Your obligation to ensure that Your Personal Information is kept up to date.

In addition to updating your Personal Information on the WCDF Platform, you may also request that we remove such information from our records. You may do so by sending an email to admin@womencorporatedirectors.org. Within a reasonable time period after We receive such an email, We will make reasonable efforts to remove your Personal Information from the Site. Prior to doing so, however, we reserve the right to verify the identity of the person making such a request, and to choose not to remove such information if we have reasonable doubts about the identity or authority of the person making the request.

We may backup or replicate Personal Information stored through the Site for disaster recovery or other purposes. Such backups may be made or stored by Us or by our vendors. In addition, we may (as is permitted under this Privacy Policy) share Personal Information with third parties. Updates and requests to delete your Personal Information will not be reflected in such backups or replicated data when you make those updates or when deletions are made from the Site. WCDF will also not be obligated to cause third parties who obtained Personal Information from Us to update or delete any shared information, and will not be obligated to modify or destroy any backup media or archives that may contain such information. Nothing in this Privacy Policy will be construed to require WCDF to delete, return or destroy any email or other messages or communications You send to WCDF.

3.3 Online Tracking

We and certain service providers operating on Our behalf collect information about Your activity on the Site and applications using tracking technologies including but not limited to cookies, Flash cookies, web bugs, and web beacons. Such technologies are widely used in order to make websites work, or work more efficiently, and to provide a more personalized Internet experience. WCDF and its designees may use these technologies when You interact with the Site. If You disable these technologies in Your browser, the Site may not operate correctly and You may not be able to use certain features of it.

3.4 Adult Audiences Only

The Site is not directed to children under 18 years of age, and is intended to be used only by persons over 18 years of age. We do not knowingly collect Personal Information or other information from or about children. You agree not to provide any Personal Information regarding children to or through the Site.

3.5 Third Party Sites

Some of Our services may be provided through sites that bear the names and trademarks of Our partners or suppliers, and that are not under Our control. In addition, the Site may contain links or other devices that take You to other websites that are also not within Our control, or pull content from such websites for display on the Site. Certain of those other websites may offer to provide products or services to You. We are not responsible for any aspect of other websites, including, without limitation, the privacy practices, products, services, or content of such websites. This Privacy Policy will not apply to such other websites. Rather, Your activity and the information that You provide at such other websites will be subject to the privacy policies and other terms and conditions posted at such other websites. You are responsible for reviewing those privacy policies and other terms and conditions prior to providing any Personal Information to those sites, regardless of whether or not You access them in connection with Your use of the Site.

4. How We Use the Personal Information We Gather

Personal Information that You provide to Us is primarily processed and stored on the servers operated by our service providers and located within the United States. We may change the location of the servers from time to time, including to other countries, and without prior notice to You. Your Personal Information, however, will continue to be protected in accordance with this Privacy Policy. In the event of a change of ownership or restructuring of WCDF (in whole or in part), any or all Personal Information maintained by WCDF may be transferred to another entity, and such entity may then change this Privacy Policy in accordance with the Terms.

WCDF may store and use Your Personal Information and, without further notice to You, provide Your Personal Information to third parties who have entered into agreements with WCDF to provide products, services or information to WCDF or its members. WCDF will not, however, intentionally sell or make Your Personal Information available to other parties for payment.

More specifically, WCDF may use Your Personal Information, without notice to You, in order for Us or third party service providers to:

- A. support Our efforts to provide, maintain and improve usability of the Site;
- B. collect payments for goods and services ordered by You through the Site (e.g. membership services);
- C. provide You with technical support;
- D. provide You with access to restricted areas of the Site;

- E. comply with legal requirements, including, without limitation, governmental orders, civil subpoenas, or discovery requests, or otherwise to cooperate with law enforcement;
- F. enforce the Terms and Conditions of this Privacy Policy and the Terms and Conditions governing use of the Site, including, without limitation, the investigation of potential violations or suspected illegal activities;
- G. protect the rights, property, safety or security of WCDF, any of Our users, or the public, or to respond to an emergency;
- H. provide promotional offers or notices to You about goods and services offered by WCDF or third parties that We believe would be of interest to You (subject to applicable laws and regulations); or
- I. to accomplish or attempt to accomplish any other lawful purpose.

We will not, however, sell your Personal Information to third parties, and will use reasonable efforts to ensure that Your Personal Information is given only to those third parties with which We engage to provide goods and services to You or that We believe you may wish to consider.

Some data, including, but not limited to, the types of services used and the numbers of users We receive daily in various parts of the Site, may be used for statistical, marketing, promotional, or any other lawful purposes. This kind of information is collected in aggregate/statistical form, without identifying any user individually, and may be shared with third parties who help Us better understand how people use the Site and how to improve and expand the offerings of WCDF.

5. Protection of the Personal Information We Gather

WCDF uses professional, third party service providers and data centers to provide the Site. Those data centers have represented to Us that they have implemented industry-standard measures to protect the security of the Personal Information We collect via the Site. For example, those service providers and data centers may use SSL (Secure Socket Layers), firewalls and digital certificates issued by third party providers to help protect certain of Your Personal Information. The financial partners We use to collect and process payment information are PCI DSS (Payment Card Industry Data Security Standard) certified.

Regardless of what measures are used to protect Personal Information, no one can guarantee, and We do not guarantee, that Your Personal Information is completely secure at all times. If We determine that Your Personal Information was accessed in an improper manner, We will comply with applicable laws as We understand them and will cooperate with internal investigators or law enforcement (including by possibly disclosing Your Personal Information to such investigators or law enforcement agencies).

Please understand that You are also responsible for maintaining the confidentiality of Your Personal Information to protect it against unauthorized access or use including, without limitation, by ensuring that any credentials that enable access to the Site use strong passwords and are not shared with any third party. To the maximum extent permitted by applicable law, WCDF disclaims any responsibility or liability for any misuse of Your Personal Information that results from illegal, improper, malicious, or inappropriate acts or omissions of You or any third party, or from any conduct, other than willful conduct, of WCDF.

WCDF may retain Your Personal Information for as long as You continue to use the Site, and for as long thereafter as permitted or required by applicable law. If We delete Your Personal Information, it may still

be contained on backup media or other systems until such times as such media is destroyed or overwritten, or data on such other systems are otherwise deleted.

6. Your Rights

In accordance with applicable law, WCDF will provide You with access to Your Personal Information and, as appropriate, the right to intervene in respect of Your Personal Information. You may also request the deletion of Your Personal Information, in which case, WCDF will use reasonable efforts to do so; provided, however that such deletion will mean that You may no longer be permitted to engage in certain activities, and may not have any further access to records of Your use of the Site. Deletion of Your Personal Information, however, will not result in the deletion or modification of an aggregated statistics or other de-identified data that might have been previously created using Your Personal Information. To be clear, information that does not unambiguously identify You is not considered Personal Information.

For the purpose of exercising Your rights, You must submit a written request to Us in accordance with the applicable law via Your WCDF account, or by mail at P.O. Box 7487, West Palm Beach, FL 33405, or by email at admin@womencorporatedirectors.org. In addition, if You believe that WCDF has not complied with this Privacy Policy with respect to Your Personal Information, please submit a sufficiently detailed complaint to Us in any of the foregoing manners. We will investigate Your complaint and, thereafter, We will take all measures We deem necessary to remedy the issues outlined in Your complaint that We, in Our sole discretion, view as justified.

7. Your Choices

You can decide if You want to provide Your Personal Information to WCDF. **If You do not understand and agree to this Privacy Policy DO NOT provide Personal Information to Us.** Please note, however, that if You do not provide certain Personal Information, You may not be able to use the website, or access certain options in the Site. If You choose to receive communications regarding special offers, or any other information, We may add Your Personal Information to Our email database and use (or allow Our designees to use) Your Personal Information for providing such communications to You. You may later choose to unsubscribe from receiving such communications by following the unsubscribe directions in Our communications. If You provide WCDF with inconsistent privacy preferences (for example, by indicating on one occasion that We may provide You with marketing offers and on another occasion that We may not), We will endeavor to update Your privacy preferences in Our records with Your latest preference in a timely manner. But We cannot guarantee how quickly such changes will take effect.

8. Questions or Concerns About this Privacy Policy; Changes to this Privacy Policy

If You have any questions about this Privacy Policy, please send Your inquiry via e-mail to admin@womencorporatedirectors.org, or by mail to Women Corporate Directors Foundation, P.O. Box 7487, West Palm Beach, FL 33405.

WCDF reserves the right to change this Privacy Policy at any time by posting notice of the changes on the Site. For additional details concerning changes to this Privacy Policy, please see the Site's Terms and Conditions and any version number or update information contained at the end of this Privacy Policy.

ARBITRATION: To the maximum extent permitted by applicable law, this Privacy Policy and the Terms will be governed by the laws of the State of Florida (without regard to principles of conflicts of laws). Any dispute, controversy or claim arising out of or in connection with this Privacy Policy 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. You and WCDF further agree that arbitration under this section will be the exclusive method for resolving the disputes covered hereby, and no party 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 privacy policy; 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 both parties. Nothing in this section, or the remainder of this Privacy Policy, 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. The foregoing arbitration provisions are accepted by You when you accept the Terms into which this Privacy Policy is incorporated by reference.

9. FOR CALIFORNIA RESIDENTS ONLY - Your California Privacy Rights

If you are a California resident using the Site, the following additional terms apply.

9.1 Do Not Track

In some cases, some third parties that provide services to Us, such as for analytics, may be able to collect information about Your online activities when You use the Site. Some web browsers may transmit "do-not-track" signals to the websites with which the user communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. Consequently, We do not take actions to respond to automated "Do Not Track" signals at the current time. However, You can change your privacy preferences regarding the use of cookies and similar tracking technologies through Your browser. You may set Your browser to accept all cookies, block certain cookies, require Your consent before a cookie is placed in Your browser, or block all cookies. Blocking all cookies will affect Your online experience and may prevent you from enjoying the full features offered at the Site. Please consult the "Help" section of Your browser for more information.

If You are a California resident, You may request information about practices related to disclosing Your personal information to certain third parties and/or opt-out of sharing of Your information with unaffiliated third parties for the third parties' direct marketing purposes, if applicable. Please send Your request (along with your full name, e-mail address, postal address, and the subject line labeled "Your California Privacy Rights") by e-mail at admin@womencorporatedirectors.org

9.2 Notice for Minors

If You are a California resident under the age of 18, You should not register to use the Site (which is intended only for persons over the age of 18). If, despite this prohibition, You are a registered user of the Site and are under the age of 18, California Business and Professions Code Section 22581 permits You to request and obtain removal of content or information You have publicly posted. While the Site does not currently allow such postings, to the extent such functionality is added, to make such a request, please send an email with a detailed description of the specific content or information to admin@womencorporatedirectors.org. Please be aware that such a request does not ensure complete or

comprehensive removal of the content or information You have posted and that there may be circumstances in which the law does not require or allow removal even if requested.

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