

WWCDA Terms of Use

Last updated: June 1, 2020

1. Introduction. Welcome to the Women's White Collar Defense Association website (www.wwcda.org) and any other websites, social media accounts or services owned or operated by the Women's White Collar Defense Association (collectively, "**WWCDA Service**"). The Women's White Collar Defense Association is a not for profit coalition of women attorneys and other professionals with relevant expertise who specialize in white collar criminal defense and government investigations, with independent chapters organized by city, state, country or region. To access the WWCDA Service, you must at all times agree to and abide by these Terms of Use, including any additional guidelines, and any future modifications ("**Terms**"). These Terms are a legal contract between you, a user of at least 18 years of age or a single company, organization, or entity ("**you**"), and the Women's White Collar Defense Association ("**WWCDA**" or "**we**" or "**us**") regarding your use of the WWCDA Service.

By accessing, browsing, using or subscribing to, or registering for the WWCDA Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If at any time you do not agree to these Terms, please terminate your use of the WWCDA Service. WWCDA's acceptance is expressly conditioned upon your assent to all of the terms and conditions of these Terms, to the exclusion of all other terms. Please note that these Terms are separate and apart from any WWCDA Chapter Membership terms, conditions or other requirements.

2. Authorized Users. The WWCDA Service is not for persons under the age of 18. If you are under 18 years of age, then please do not use the WWCDA Service.

3. Limited License. Subject to these Terms, WWCDA hereby grants you a limited, non-exclusive, non-transferable, revocable, worldwide license, without right of sublicense, to use the WWCDA Services.

4. Specific Features and Services. When using the WWCDA Service, you may be subject to any additional posted guidelines or terms and conditions applicable to specific services and features which may be posted from time to time by WWCDA or our service providers that host or otherwise support the WWCDA Service ("**Guidelines**"). All Guidelines are hereby incorporated by reference into these Terms. In addition, your use of the WWCDA Service is governed by WWCDA privacy policy available at www.wwcda.org/privacy-statement/ ("**Privacy Policy**"), which is hereby incorporated by reference into these Terms.

5. Modification of These Terms. We reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms and any Guidelines periodically for changes. Your continued use of the WWCDA Service after the posting of changes constitutes your binding acceptance of such changes. For any material changes to these Terms, such amended terms shall automatically be effective after they are initially posted on the WWCDA Service.

6. Ownership; Proprietary Rights. The WWCDA Service is owned and operated by WWCDA. The content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, artwork, photographic or audiovisual works, and all other elements of the WWCDA Service that are provided by WWCDA, its chapters, its service providers or its third party licensors (“*WWCDA Materials*”) are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. For clarity, the WWCDA Materials do not include any content from third party sites, whether the WWCDA Service provides a link to them or not. All WWCDA Materials are the copyrighted property of WWCDA or its subsidiaries or affiliated companies and/or third party licensors. All trademarks, service marks, and trade names are proprietary to WWCDA or its affiliates and/or third party licensors. The following trademarks, service marks and trade names are owned, registered and/or licensed by WWCDA: W WOMEN’S WHITE COLLAR DEFENSE ASSOCIATION (& DESIGN); CONNECTING COLLABORATING ADVANCING (& DESIGN), WW (LOGO ONLY), WW WOMENS WHITE COLLAR DEFENSE ASSOCIATION CONNECTING, COLLABORATING ADVANCING (& DESIGN), and WW WOMEN’S WHITE COLLAR DEFENSE ASSOCIATION ADVANCING WOMEN IN LAW AROUND THE WORLD (& DESIGN). You do not acquire a license or any ownership rights to any trademarks, service marks, or trade names through your access or use of the WWCDA Service. You agree not to change or delete any ownership notices from materials downloaded or printed from the WWCDA Service.

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7. Restrictions. As a condition of your use of the WWCDA Service, you will not use the WWCDA Service for any purpose that is unlawful or prohibited by these Terms. Access to the WWCDA Materials and the WWCDA Service from territories where their contents are illegal is strictly prohibited. You are responsible for complying with all local rules, laws, and regulations including, without limitation, rules about intellectual property rights, the internet, technology,

data, email, or privacy. Any use of any of WWCDA Materials other than for private, non-commercial use is strictly prohibited.

Do not post any defamatory, abusive, profane, threatening, offensive, or illegal materials. Do not post any information or other material protected by copyright without the permission of the copyright owner. Messages should not be posted if they encourage or facilitate users of the WWCDA Service to arrive at any agreement that either expressly or impliedly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade. Messages that encourage or facilitate an agreement about the following subjects are inappropriate: prices, discounts, or terms or conditions of sale, salaries, profits, profit margins, or cost data, market shares, sales territories or markets, allocations of customers or territories, or selection, rejection or termination of customers, suppliers or clients. You will promptly remove any links that WWCDA finds objectionable in its sole discretion.

You will not use the WWCDA Service in any manner that in our sole discretion could damage, disable, overburden, or impair it or interfere with any other party's use of the WWCDA Service. You will not take any action that imposes an unreasonable or disproportionately large load on WWCDA's infrastructure. You will not intentionally interfere with or damage the operation of the WWCDA Service or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code. You will not remove, circumvent, disable, damage or otherwise interfere with any security-related features of the WWCDA Service, features that prevent or restrict the use or copying of any content accessible through the WWCDA Service, or features that enforce limitations on the use of the WWCDA Service. You will not attempt to gain unauthorized access to the WWCDA Service, or any part of it, other accounts, computer systems or networks connected to the WWCDA Service, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the WWCDA Service or any activities conducted on the WWCDA Service. You will not obtain or attempt to obtain any materials or information through any means not intentionally made available through the WWCDA Service. You agree neither to modify the WWCDA Service in any manner or form, nor to use modified versions of the WWCDA Service, including (without limitation) for the purpose of obtaining unauthorized access to the WWCDA Service.

The WWCDA Service may contain robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the WWCDA Service for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the WWCDA Service. You will not use any WWCDA logos, graphics, or trademarks as part of the link without our express written consent. You will not utilize framing techniques to enclose any trademark, logo, or other WWCDA Materials without our express written consent. You will not use any meta tags or any other "hidden text" utilizing WWCDA's name or trademarks without our express written consent.

8. User Account Information. You agree that the information you provide to WWCDA upon registration as a member, non-member affiliate, sponsor or other status that from time to time may grant you access to a user account, and, at all other times, will be true, accurate, current, and complete. You also agree that you will ensure that this information, including your profile,

is kept accurate and up-to-date at all times. When you register, you will be asked to provide a password. As you will be responsible for all activities that occur under your password, you should keep your password confidential. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your account is no longer secure, you will immediately notify WWCD. You will be liable for the losses incurred by WWCD or others due to any unauthorized use of your account. WWCD will protect all digital data and information submitted by you to WWCD (“*Your Data*”) in accordance with the Privacy Policy. However, you will be responsible for the accuracy, quality and legality of Your Data and the legality of the means by which you acquired Your Data. You represent and warrant that you have made all disclosures and obtained all rights and permissions required to use and transfer Your Data within and outside the country where Your Data originates and for WWCD to use Your Data as set forth in these Terms.

9. Communications; Notice. Under these Terms, you consent to receive communications from WWCD electronically. We will communicate with you by email or by posting notices on the WWCD Service. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Except as explicitly stated otherwise, legal notices shall be served on WWCD’s national registered agent or to the email address you provide to WWCD during the registration process. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

10. Third Party Materials. The WWCD Service may display, include, or make available third-party content from other members, non-member affiliates, alumni, partners, sponsors or other third parties or third party entities (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“*Third-Party Materials*”). WWCD may, but is not under any obligation to, monitor Third-Party Materials on its site and may, but is not under any obligation to, block, remove or otherwise take down materials that violate these Terms or other applicable terms, standards or guidelines. You acknowledge and agree that WWCD is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. WWCD does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links, including all information and content posted by users of the Services, are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions. WWCD does not endorse, recommend or guarantee any submission or any opinion, recommendation or service expressed therein.

11. User Content. User Content License. Some parts of the WWCD Service allows you to post photos, videos, comments, and other content, which we refer to as “User Content.” WWCD is not responsible for User Content others post to the WWCD Service. User Content

is owned by you or whoever created it, but when you post User Content, you license it to WWCDAs as described below:

You represent that you have the right to post your User Content, and you grant WWCDAs a non-exclusive, perpetual, transferable, sub-licensable, royalty-free, worldwide license to use any of the User Content that you post on or in connection with the WWCDAs Service, including the likeness of any person that appears in the User Content, or any of the concepts or ideas contained in the User Content, for any purpose, including commercial use, which includes the right to translate, display, reproduce, modify, adapt, create derivative works, sublicense, distribute, publicly display, exploit and assign these rights. WWCDAs may, in its sole discretion, remove any User Content at any time.

You understand that deleted User Content may persist on the WWCDAs systems and on the WWCDAs Service to the extent your User Content has been publicly posted or shared with others who have not deleted it, unless you or the relevant individual request deletion or blocking of personal data in accordance with applicable law.

12. License to Use Comments, Feedback and Ideas. You understand that any comments, feedback, or ideas you send us as User Content or otherwise are provided on a non-confidential basis and you grant to WWCDAs a perpetual, worldwide license to use all comments, feedback and ideas you may share with us, without notice, compensation or acknowledgement to you, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

13. Copyright Infringement. WWCDAs respects the intellectual property of others. Please consult your legal advisor before filing a notice with us because there may be penalties for false claims. WWCDAs may terminate the accounts of WWCDAs Service users found to infringe third party copyrights. If you believe that your work has been improperly copied to the WWCDAs Service, such that it constitutes infringement, please provide us with the following information in accordance with the procedures under the Digital Millennium Copyright Act of 1998 (DMCA):

- 1) Name, address, telephone number, email address and an electronic or physical signature of the copyright owner or of the person authorized to act on his/her behalf;
- 2) A description of the copyrighted work that you claim has been infringed;
- 3) A description of where on the Website the content that you claim is infringing is located;
- 4) Written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 5) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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DMCA Compliance Agent
Due Diligence Bloodhounds Inc.
60 East 42nd Street, 54th Floor
New York, NY 10165
(212) 235-2250
dmca@ddhounds.com

14. Termination. You agree that WWCDa or any WWCDa Chapter, in its sole discretion and for any or no reason, may terminate any account (or any part thereof) you may have with WWCDa or a WWCDa Chapter. In addition, WWCDa reserves the right to discontinue any aspect of the WWCDa Service at any time, including the right to discontinue the display of any licensed content or linked or embedded content either generally or in specific cases. You agree that any termination of your access to the WWCDa Service or account you may have or portion thereof may be affected without prior notice, and you agree that neither WWCDa, its officers, directors, employees and agents nor the WWCDa Chapters will be liable to you or any third party for such termination. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the WWCDa Service may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies WWCDa may have at law or in equity. Please note that we have the ability to trace your IP address and if necessary contact your internet service provider in the event of an alleged breach of these Terms of Use.

15. Disclaimers; No Warranties. WITHOUT LIMITING ANY OTHER PROVISION OF THIS SECTION AND IN ADDITION TO ALL OTHER PROVISIONS OF THIS SECTION, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WWCDa EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE WWCDa SERVICE. WWCDa MAKES NO WARRANTY THAT THE WWCDa SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE WWCDa SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. WWCDa DOES NOT MAKE ANY WARRANTY OR REPRESENTATION AS TO THE USE OR THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WWCDa SERVICE. YOU ACKNOWLEDGE THAT THE WWCDa SERVICE MAY BE SUBJECT TO OPERATING ERRORS OR DEFECTS INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, DELAYS, NON-DELIVERIES, ERRORS, SYSTEM DOWN TIME, MISDELIVERIES, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION, OR SERVICE INTERRUPTIONS. NO SUCH EVENT SHALL CONSTITUTE A BREACH OF THIS OR ANY OTHER CONTRACT ON THE PART OF WWCDa, EVEN IF CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF WWCDa OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUBCONTRACTORS.

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16. Indemnification. You agree to indemnify and hold WWCD, its Officers, Directors, employees, agents, and its Chapters, and its suppliers and partners, harmless from any claims, losses, damages, liabilities, including attorney's fees, arising out of your use or misuse of the WWCD Service, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. WWCD reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

17. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WWCD OR ITS CONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR THIRD PARTY CHAPTERS, PARTNERS OR SUPPLIERS, BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT RESULT FROM YOUR USE OR THE INABILITY TO USE WWCD MATERIALS OR ANY INFORMATION AVAILABLE ON THE WWCD SERVICE, THE WWCD SERVICE ITSELF, OR ANY OTHER INTERACTIONS WITH WWCD OR A WWCD CHAPTER, EVEN IF WWCD OR A WWCD AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, WWCD'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL WWCD'S OR ITS CONTRACTORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR THIRD PARTY CHAPTERS, PARTNERS OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE WWCD SERVICE (WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE) EXCEED ONE HUNDRED DOLLARS.

THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED TO YOU BY THIRD PARTIES OTHER THAN WWCD AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE WWCD SERVICE OR RECEIVED BY YOU THROUGH ANY LINKS PROVIDED ON THE WWCD SERVICE.

18. Miscellaneous.

- a. Governing Law. These Terms shall be governed by and construed in accordance with the laws of the District of Columbia without giving effect to any principles of conflicts of law.
- b. Arbitration. Any dispute or claim arising out of or in connection with these Terms shall be finally settled by binding arbitration in Washington, D.C., under the Rules of the American Arbitration Association by one (1) arbitrator appointed in accordance with said rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- c. Waiver. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of these Terms shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of these Terms shall not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms.
- d. Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- e. Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by WWCDA without restriction.
- f. Survival. Sections 6, 9, 11, 12, 13, 14, 15, 16, 17 and 18 will survive any termination of these Terms.
- g. Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.
- h. Entire Agreement. This Agreement is the entire agreement between you and WWCDA relating to the subject matter herein and shall not be modified except in writing, signed by both parties, or by a change to these Terms or Guidelines made by WWCDA as set forth in Section 5.
- i. Claims. YOU AND WWCDA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WWCDA SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.