## WEConnect International Terms of Use Last Updated: February 2, 2021

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WEConnect may, from time to time, modify, amend, or supplement these Terms, and all such modifications, amendments, or supplements to these Terms shall automatically be effective when posted, as such, we recommend that you review the Site often to keep abreast of any changes. If you do not agree to be bound by (or cannot comply with) these Terms, including the Terms as modified, you agree that your sole remedy is to cease using the Services by canceling your WEConnect account or membership. Your continued use of the Services constitutes your agreement to be bound by the Terms, including the amended Terms.

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1. Your use of the Site and Services; Restrictions on your use. You may use this Site and the Services only in accordance with these Terms and any posted policies and procedures that appear on this Site, and only for lawful purposes. You agree not to use this Site to: (a) transmit any material that infringes or misappropriates any third party's copyright, trademark, trade secret, patent, or other proprietary rights, (b) transmit any material that is false, inaccurate, fraudulent, or misleading, (c) distribute computer viruses, worms, or software intended to damage or alter a computer system without the owner's consent, (d) use "autoresponders," "cancel-bots," or other similar mechanisms that generate excessive network traffic, (e) transmit any unlawful, harmful, defamatory, pornographic, obscene, vulgar, threatening, harassing or otherwise objectionable material, (f) send or relay any unsolicited advertising or chain letters, (g) exceed your permitted access or attempt to gain unauthorized access to this Site or any part thereof, or other accounts, computer systems or networks connected to this Site, through login password mining or any other means, (h) frame any portions of this Site within another website or establish links from any other website to any page of this Site other than the home page, or (i) resell the use of, or access to, this Site or the Services to any third party without WEConnect's prior written consent. WEConnect reserves the right to terminate your access to this Site or Services at any time without notice if it determines, in its sole discretion that you have violated or failed to comply with any of these Terms. In addition, and unless and to the extent otherwise stated in a separate written agreement between WEConnect and you, WEConnect may terminate, suspend or limit your use of this Site and the Services at any time, for any reason or no reason, and without any notice of any kind to you.

- 2. User ID, Password and Security. You are responsible for maintaining the confidentiality of any user ID and/or password provided to you by WEConnect for use in connection with this Site or the Services. You are solely responsible for all activities that occur under or with the use of your user ID and/or password, and you agree to notify WEConnect immediately of any actual or suspected loss, theft, unauthorized disclosure or unauthorized use of your user ID and/or password or any other actual or suspected breach of security related to this Site or Services. For the avoidance of doubt, you (your business or organization) are the only person authorized to access password protected portions of the Site and/or Service. If any individual in your business or organization has access to such user ID and/or password leaves your business or organizations, you are responsible for changing your password in order to prevent that individual from accessing the Site or Service. WEConnect WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO SAFEGUARD YOUR USER ID AND/OR PASSWORD OR TO COMPLY WITH THIS SECTION.
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- **7. Indemnification.** You agree to indemnify and hold WEConnect and WEConnect Parties, and their respective officers, employees, and agents harmless from any and all losses, liabilities, damages and/or costs (including reasonable attorneys' fees) arising from any third-party claims arising from or related to your use of the Site or the Services or your violation of or failure to comply with these Terms.
- **8. Communications with WEConnect.** Except as otherwise provided in the Privacy Policy regarding your personal information, any communication or material you transmit to WEConnect by email or otherwise, including any data, questions, comments, suggestions or the like, is, and will be treated as, non-confidential and nonproprietary. Except to the extent expressly covered by the Privacy Policy, anything you transmit or post may be used by WEConnect for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, you expressly agree that, unless otherwise agreed, WEConnect shall be free to use your name, business name, trademarks, service marks, logos, or statements contained in any communication you send to WEConnect without compensation for WEConnect's promotional purposes.
- **9. Privacy.** WEConnect takes the privacy of your personal information very seriously. For further information about what information WEConnect collects and how such information

is used, please review our <u>Privacy Policy</u> and if you still have questions, contact WEConnect Customer Service at <u>registration@weconnectinternational.org</u>.

- **10. Severability.** If any part of these Terms is held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms.
- 11. Waiver; Remedies. The failure of WEConnect to partially or fully exercise any rights, or the waiver by WEConnect of any breach of these Terms by you, shall not prevent a subsequent exercise of such right by WEConnect or be deemed a waiver by WEConnect of any subsequent breach by you of the same or any other provision of these Terms. The rights and remedies of WEConnect under these Terms and any other applicable agreement between you and WEConnect shall be cumulative, and the exercise of any such right or remedy shall not limit WEConnect's right to exercise any other right or remedy.
- 12. Governing Law. This Agreement shall be governed by the law of the District of Columbia, without regard to the conflicts of law principles thereof. The parties agree and consent to the courts located in the District of Columbia, in the United States as courts of proper jurisdiction and venue with respect to any action or controversy under, arising out of, or in connection with this Agreement and waive any defenses to jurisdiction and venue with respect to any actions brought in such courts. Should a dispute between the named parties lead to legal action, the prevailing party shall be entitled to any reasonable legal fees, including, but not limited to attorneys' fees.
- **13. Entire Agreement.** These Terms and the other policies and terms set forth on this Site set forth the entire agreement between you and WEConnect on this subject matter and supersede all other negotiations, understandings, statements and agreements between you and WEConnect.
- **14. Questions.** Should you have any questions regarding these Terms, you may contact WEConnect at registration@weconnectinternational.org.

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