# WOMEN OWNED LAW Terms of Use

Last Updated: April 24, 2017

# **IMPORTANT LEGAL NOTICE:**

Your access to, and use of <u>www.womenowendlaw.org</u> (the "Website"), and of any content or offered products or services contained herein, is subject to our Terms of Use, Privacy Policy, and all applicable laws and regulations.

# 1. YOUR AGREEMENT TO THESE TERMS

Please read these Terms of Use carefully. These Terms of Use constitute a binding agreement ("Terms of Use" or "Agreement") between you ("you" or "User") and Women Owned Law, the Pennsylvania nonprofit corporation ("Women Owned Law", "WOL", "our", "us", or "we") that owns this website. This Agreement governs your access to and use of this Website and its content, located at <u>www.womenowendlaw.org</u>.

This Website is designed for use by U.S. residents over the age of 18. It is not designed for use by children, and we do not intentionally collect personal information from children through our Website. You must be a resident of the United States (including its territorial possessions) and at least eighteen (18) years of age to have the right to access and use this Website (the "Initial Criteria for Use").

If you do not fully agree to the terms of this Agreement and to our Privacy Policy, or if you do not meet the Initial Criteria for Use, do not access or use this Website as you are not authorized to do so.

THESE TERMS OF USE ALSO CONTAIN AN AGREEMENT TO ARBITRATE ALL CLAIMS AND CONTAINS A RELEASE, AND DISCLAIMERS OF WARRANTIES AND LIABILITY (PLEASE SEE BELOW). These provisions form an essential basis of our bargain, to which you must agree in order to be authorized to use this Website. If you do not agree to these provisions, you are not authorized to access or use the Website, and you are to cease accessing or otherwise using the Website.

#### 2. CLICK THROUGH AGREEMENTS

Before using certain areas of the site, you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I accept" "I agree" "okay" "I consent" or other words or actions that similarly acknowledge your consent or acceptance of a click-through agreement. To the extent there is a conflict between these Terms of Use and any click-through agreement for the activity in which you choose to participate, the click-through agreement will govern.

#### 3. PRIVACY

Any personal data (for example, your name, address, residential or wireless telephone number or e-mail address) you transmit to the Website by electronic mail or otherwise will be used by WOL in accordance with our Website Privacy Policy. Any other communication or material you transmit to the Website, such as questions, comments, suggestions or the like, will be treated as non-confidential and nonproprietary.

Our Privacy Policy discusses the information that we collect from you when you visit and use our Website, how we share it, and how we use it. It forms a part of this Agreement and is incorporated by reference as though fully set forth herein. Your use of this Website signifies your acknowledgement of and agreement to our Privacy Policy, which is expressly incorporated into this Agreement, and to the collection, use and sharing of information discussed therein.

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing, a request for products, services, membership, or additional information, or any other submission ("Submission"), you understand that you are agreeing to the stated terms and conditions of that Submission and/or that you are submitting an inquiry for products or services through WOL, asking us to contact you or to allow our vendors to contact you by telephone for a limited period. You expressly consent to receive phone calls under these circumstances whether or not you are on the Do Not Call list (federal or state). By including your telephone number and/or email address in any submission, you are extending an express invitation and providing your express written consent to us and any vendors whose goods or services you have sought (i) to contact you by telephone at the numbers you have provided (including through auto-dialed, pre-recorded, artificial voice and/or text messages) so that we or they may assist you with your transaction, and you hereby consent to any such calls even if your phone number is on any Do Not Call list, and (ii) to contact you by email at any email address you provided. You understand that you are not required to provide this consent to contact you as a condition of purchasing any goods or services. You represent that all of the information you have provided in your submission is true and complete. By submitting your Personal Information to us, you are providing us with your written and signed consent to receive these calls, and you agree that WOL's Sites have obtained your consent to receive a prerecorded message sales call in a manner permitted by the Electronic Signatures in Global and National Commerce Act (E-SIGN Act). You understand that you are not required to provide your consent as a condition of purchasing any goods or services. You represent that all of the information you have provided in your submission is true and complete. By submitting information on one of our Website forms, you authorize us to provide such information to third parties to help you with your request, respond to your inquiry, and provide you with information about other products or services in which you have expressed an interest. Additionally, where applicable, you authorize WOL and these third parties to verify the accuracy and authenticity of all information supplied by you. Also, as a consequence of providing us with your email address, you may also receive one or more marketing emails from the Website and/or our affiliated third parties. You may opt not to receive such marketing emails from us at any time. Please review our Website Privacy Policy for more information regarding our information collection practices and safeguards, and how to opt not to receive such emails.

#### 4. REPRESENTATIONS MADE BY YOU

By accessing, browsing, and/or using this Website, you represent, warrant and agree that you are a U.S. resident over the age of 18; that you have any and all authorizations as may be necessary to enter into this Agreement; that your use of the Website, including the provision or use of any Content, does not violate any applicable law; and that you have read, understood, accept, and agree to be bound by the terms of this Agreement. You also represent and warrant that the information that you provide to us will be current, true, accurate, supportable and complete, and you understand that if you provide incorrect or incomplete information it may affect the value of the Website to you. Additionally, If you are using the Website on behalf of an employer or other entity, your further represent and warrant that you have the authority to bind such entity to the terms of this Agreement.

#### 5. ADDITIONAL USER OBLIGATIONS

You warrant that you will abide by, without limitation, all applicable local, state, national and international laws and regulations with respect to your use of this Website and that you will not interfere with the use and enjoyment of this Website by other users or with WOL's operation and management of this Website. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on this Website, including, without limitation, information required to be provided through a WOL registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, WOL reserves the right to terminate your access and use of this Website. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using this Website, or defame or otherwise harm any party through your use of this Website.

In addition you also agree that you will not use our services to:

(a) upload, download, post, email, transmit or otherwise make available any Content, including through any attachments thereto, that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as, but not limited to, inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(b) upload, download, post, email, transmit or otherwise make available, including through any attachments thereto, any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(c) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

#### 6. RESTRICTIONS ON USE

# **A. LIMITED LICENSE**

We do not charge Users of this Website any fee to access the public portions of our Website. Accordingly, we grant each User a limited, revocable, non-exclusive license to access the Website in order to view its Content or make legitimate inquiries to us regarding our Website, and the products and services offered or advertised on our Website, all in accordance with this Agreement. Accordingly, we grant each User a limited, revocable, non-exclusive license to access the Website in order to, as applicable, view or make legitimate inquiries to us regarding our organization, and membership and other services, all in accordance with this Agreement.

You are granted permission to use the information provided to you on or via this Website solely for your own personal, non-commercial use. The Content on the Website is made available only for each User's personal use in accordance with the limited license grant contained herein. All Content on the Website, and the Website itself, is protected by copyright and database rights, and you will abide by any and all additional copyright (or other proprietary) notices, information, or restrictions contained in or relating to any Content on the Website. Other than for your personal, noncommercial use, Content may not be used, reproduced, distributed, published, displayed, downloaded, or transmitted in any form by any means without prior written permission of the copyright holder.

Importantly, this limited license does not include any right of collection, aggregation, display or modification of the Website nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Website, provided that they each do so from a stable IP address or range of IP addresses using an easily identifiable agent.

#### **B. UNAUTHORIZED USE**

Any other use of this Website or its Content is expressly prohibited. Except to the extent otherwise provided within this Agreement, or unless otherwise applicable law requires us to allow you to do so, among other things you may not do any of the following without our prior written consent:

You may not:

- Copy, reproduce, upload, post, display, republish, distribute, scrape, capture, store, or transmit any part of the Content in any form whatsoever;
- Reproduce any portion of the Website on your website or otherwise, using any device including, but not limited to, use of a frame or border environment or other framing technique, to enclose any portion or aspect of the Website, or mirror or replicate any portion of the Website;
- Modify, translate into any language or computer language, or create derivative works from, any Content or any part of this Website;
- Reverse engineer, disassemble, attempt to derive the source code of, or decompile all or any part of this Website;
- Offer to or actually rent, lease, lend, sell, transfer, redistribute, reproduce, license or sublicense all or any portion of the Website in any form to any third party;
- Use any robot, spider, other automatic device, or manual process to monitor, copy, or keep a database copy of the Content or any portion of the Website;
- Use the Website other than to view its Content or make legitimate inquiries to us regarding our Website, products, and services, as applicable, in accordance with this Agreement;
- Use the Website to create any false or fraudulent account or inquiry;
- Post or transmit any unlawful, harmful, threatening, abusive, harassing, tortious, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material, or material that is invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or for any other purpose that is unlawful or prohibited by this Agreement;
- Use or access the Website in any way that, in our sole discretion, adversely affects the performance or function of the Website or any other computer systems or networks used by us or the Website, or infringes on our copyright or on the copyright of our licensors;
- Violate, plagiarize or infringe the rights of us or of any third parties including, without limitation, copyright, trademark or patent rights, rights of publicity or privacy or any other proprietary rights;
- Upload or transmit to the Website or use in connection with the Website any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, or in any way disrupt or intercept the normal operation of the Website, or appropriate the Website or any system, or take any action that imposes an unreasonable load on our computer equipment, systems or networks;
- Disguise the origin of any information or inquiry transmitted through the Website; or
- Use or exploit this Website or its Content in any unauthorized or unlawful way whatsoever, including, but not limited to, by trespass or burdening network capacity.

If for some reason these restrictions are prohibited by applicable law or by an agreement we have with one of our licensors, then the activities are permitted only to the extent necessary to comply with such law or license(s).

If we believe that you are engaging in any activity through or in connection with the Website or the Service that appears to be in violation of the above, or in violation of any other provision of this Agreement, we may, without limiting our other rights and remedies, immediately terminate or revoke your right to further use of the Website without notice.

# 7. OWNERSHIP RIGHTS IN WEBSITE CONTENT

This Website and all of its contents are protected by law, including without limitation, United States copyright law and trademark law, international conventions, and other applicable intellectual property law. We reserve all rights in and to this Website and its contents and in all related intellectual property not expressly granted under this Agreement. This Website is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. All text, files, images, photos, maps and other copyrightable material, compilations, and arrangements, contained on this Website, including without limitation the Website's domain name and the Website itself, ("Content") is protected by copyright and database rights, and is the exclusive property of WOL or its licensors (as applicable), with all rights reserved unless otherwise noted. Any Content that is a trademark, logo, or service mark is also a registered or unregistered trademark of the Company or other third parties used here under license. By way of example and not of limitation, WOL, the WOL logo, and www.womenowendlaw.org are all trademarks or service marks owned by WOL, some of which may have been registered in the United States. All goodwill arising from the usage of this Content shall inure to our (or our licensors', as applicable) sole benefit.

Except as expressly provided in this Agreement, your use of any Website Content without the written permission of the Content owner is strictly prohibited. You are also advised that WOL will aggressively enforce its intellectual property rights to the fullest extent of the law, including the pursuit of criminal prosecution.

If you submit comments, suggestions, ratings, or other feedback on our Website regarding the Website or your experience ("Feedback"), you agree that we will be free to use such Feedback for any purpose and without restriction or obligation to you.

# 8. OUR SERVICES

Women Owned Law is a membership organization, designed, among other things, to provide a national forum for women entrepreneurs in the law to network with and learn from each another in order to further their business goals; raise the profile and increase the visibility and media coverage of women owned law and legal services firms; serve as a resource/clearinghouse of information about women owned law and legal services firms for the media and others interested in this growing market sector; help interested women owned law and legal services firms grow into larger organizations with significant influence in the legal ecosystem; and provide "on ramp" opportunities for and assistance to women seeking to transition into their own law and legal services firms and/or other law and legal services firms 50% owned by women – either from existing traditional law firms or directly from law school.

This Website and the products, membership benefits, and services offered or advertised on and through the Website may not be available in all states, and the availability of such services and the products offered on and through the Website may change from to time without notice. WOL and services offered or advertised on this Website may be discontinued, suspended or terminated in any specific state at any time, without prior notice. This Website, and the products, membership benefits, and services provided or advertised on and through the Website, may vary from state to state and may not be available in all states. Additionally, the availability of such services and the products offered on and through the Website may change from to time without notice.

#### 9. CHANGES TO WEBSITE

We may change, remove, suspend or discontinue any aspect of the Website at any time, including the availability of any Website features, database, or Content, with or without notice. We may also impose limits on certain features or services or restrict your access to parts or all of the Website without notice to you or liability to us.

# **10. DATA TRANSMITTAL**

Each User acknowledges and agrees that, regardless of such User's physical location, we may store and process any data transmitted to the Website from such User at locations both within and outside of the United States. By using the Website, you consent to the transfer of your information to the United States and agree that any transactions you conduct through the Website will be deemed to have occurred in the United States.

# **11. IDENTITY VERIFICATION**

User verification on the Internet is difficult, and we cannot and do not confirm each User's purported identity. We encourage you to use appropriate caution with anyone with whom you may be doing business via the Website or the Internet, generally.

Certain features and areas of this Website is available only with registration, login, such as your WOL Member information. If you are required to register and select a unique login and password ("Personal Login Information"), you must keep your Personal Login Information confidential, including taking appropriate measures to maintain the confidentiality, such as logging off and closing the Internet browser, especially when you are connected to the Internet through an unsecured network or when using a public computer. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. If you have Personal Login Information associated with your use of our Website, you agree to (i) keep your Personal Login Information secure and strictly confidential, (ii) notify us immediately and select a new online ID and password if you believe your Personal Login Information may have become known to third parties, and (iii) notify us immediately if you are contacted by anyone other than WOL requesting your Personal Login Information. If you give someone your Personal Login Information, you are authorizing that person to access and use your account, and you are responsible for any and all transactions that person performs while using your account, even those transactions that are fraudulent or that you did not intend or want performed. EACH USER ACKNOWLEDGES AND AGREES THAT: (i) NEITHER WOL NOR ANY OF ITS AFFILIATE SERVICE PROVIDERS OR SERVICE PROVIDERS' AGENTS WILL HAVE ANY LIABILITY FOR ANY HARM CAUSED BY OR RELATED TO THE THEFT, MISAPPROPRIATION, DISCLOSURE, OR UNAUTHORIZED USE OF YOUR PERSONAL LOGIN INFORMATION. YOU MUST CONTACT THE WOL IMMEDIATELY IF YOU BECOME AWARE OF OR BELIEVE THERE IS OR MAY HAVE BEEN ANY UNAUTHORIZED USE OF YOUR PERSONAL LOGIN INFORMATION, OR OTHERWISE WISH TO DEACTIVATE YOUR PERSONAL LOGIN INFORMATION DUE TO SECURITY CONCERNS. We may suspend or cancel your account or your access to the Website and/or WOL at any time with or without notice if we suspect that your Personal Login Information is being used in an unauthorized or fraudulent manner.

# **12. LIMITATION OF LIABILITY**

YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. IN NO EVENT WILL WOL, OUR AFFILIATES, OFFICERS, MEMBERS, MANAGERS, DIRECTORS, EMPLOYEES, AND/OR AGENTS (COLLECTIVELY, THE "WOL GROUP") BE LIABLE FOR ANY LOST PROFITS OR DATA OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM OUR WEBSITE, THIS AGREEMENT, YOUR USE OF THE WEBSITE, OR THE SERVICE AND/OR ANY TRANSACTION BETWEEN YOU AND A VENDOR, GENERALLY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (i) BREACH OF CONTRACT, (ii) BREACH OF WARRANTY, (iii) STRICT LIABILITY, (iv) TORT, (v) NEGLIGENCE, OR (vi) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE WEBSITE OR THE SERVICE, IF YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR IF YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST THE WOL GROUP, ANOTHER USER, OR THE WEBSITE WITH RESPECT TO THIS AGREEMENT OR THE WEBSITE ITSELF, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE WEBSITE AND THE SERVICE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF THE WOL GROUP, TO YOU OR TO ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR THE SERVICE, IN THE AGGREGATE FOR ANY AND ALL CLAIMS, IS LIMITED TO THE GREATER OF (i) AMOUNT OF FEES ACTUALLY RECEIVED BY US FROM A SERVICE PROVIDER OR SERVICE PROVIDER'S AGENT DURING THE CALENDAR MONTH DURING WHICH SUCH ALLEGED CLAIM(S) ACCRUED AND (ii) \$100.00.

# 13. DISCLAIMER

THIS WEBSITE AND THE SERVICES PROVIDED HEREIN, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, SERVICES, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE WEBSITE OR THE SERVICE, ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE WEBSITE OR THE SERVICES, MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE WEBSITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR ANY LINKED SITE.

THIS WEBSITE MAY ALSO FEATURE MATERIALS, INFORMATION, ADVERTISEMENTS, PRODUCTS, AND SERVICES PROVIDED BY THIRD PARTIES. ANY SUCH INFORMATION, INCLUDING BUT NOT LIMITED TO ARTICLES, PRESS CLIPPINGS, OPINIONS, ADVICE, ADVERTISEMENTS, STATEMENTS, SERVICES, OFFERS OR OTHER INFORMATION MADE AVAILABLE BY THIRD PARTIES SUCH AS CONTENT PROVIDERS AND OTHER USERS OF THE SITES ARE THOSE OF THE RESPECTIVE THIRD PARTY AND NOT OF WOL OR ITS AFFILIATES. WOL MAKES NO REPRESENTATION WITH RESPECT TO, NOR DOES IT GUARANTEE OR ENDORSE, THE OPINIONS, QUALITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF SUCH THIRD PARTY MATERIALS, INFORMATION, SERVICES OR PRODUCTS, AND WOL SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE PRESENCE OF SUCH THIRD PARTY MATERIALS ON THIS WEBSITE.

THIS WEBSITE MAY ALSO PROVIDE LINKS (INCLUDING ANY LINK THROUGH AN ON-LINE BANNER ADVERTISEMENT) TO OTHER SITES ON THE INTERNET FOR YOUR CONVENIENCE. THESE OTHER SITES ARE MAINTAINED BY THIRD PARTIES OVER WHICH EXERCISES NO CONTROL. THE APPEARANCE OF ANY SUCH THIRD PARTY LINKS IS NOT INTENDED TO ENDORSE ANY PARTICULAR COMPANY OR PRODUCT. IF YOU DECIDE TO ACCESS ANY OF THE THIRD PARTY SITES LINKED TO THE SITES, YOU DO SO ENTIRELY AT YOUR OWN RISK.

ADDITIONALLY, PLEASE NOTE THAT WE DO NOT PROVIDE INSURANCE, TAX, LEGAL OR ANY OTHER FINANCIAL ADVICE. THE ARTICLES AND OTHER CONTENT WE MAKE AVAILABLE ON THIS WEBSITE ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THEY DO NOT, AND ARE NOT INTENDED TO, SERVE AS A SUBSTITUTE FOR ADVICE FROM LEGAL COUNSEL OR FROM OTHER PROFESSIONALS. PRODUCTS, SERVICES, TERMS, AND DISCOUNTS MAY VARY BY STATE AND EXCLUSIONS MAY APPLY.

FURTHER, WE EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT

LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS AND ACCURACY. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR ANY SERVICES, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND IN SUCH EVENT THE MAXIMUM LIABILITY DUE FORM WOL TO YOU FOR ANY SUCH WARRANTY VIOLATION SHALL BE \$10.00.

#### 14. RELEASE

BY YOUR USE OF THIS WEBSITE, YOU ARE AGREEING TO RELEASE AND DISCHARGE THE WOL GROUP AND ITS THIRD PARTY SUPPLIERS AND BUSINESS PARTNERS AND EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS AND EXPENSES OF ANY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE. ADDITIONALLY, IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

# **15. GOVERNING LAW; HANDLING OF DISPUTES**

This Agreement shall be treated as though they were executed and performed in the Commonwealth of Pennsylvania and shall be governed by and construed in accordance with the laws of the United States of America and Commonwealth of Pennsylvania (without regard to conflict of law principles). SHOULD A DISPUTE ARISE BETWEEN YOU AND WOL (OR, WITH RESPECT TO DISPUTES INVOLVING YOUR DATA SUBMITTED THROUGH THE WEBSITE OR THE SERVICE, BETWEEN YOU AND ANY PERSON WHO PURCHASES SUCH DATA) CONCERNING THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE BREACH OF SAME BY ANY PARTY HERETO, ANY DATA SUBMITTED BY YOU, THE WEBSITE OR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY WOL, YOU AGREE TO SUBMIT THE DISPUTE FOR RESOLUTION BY FINAL AND BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN PHILADELPHIA, PENNSYLVANIA, IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES. THE ARBITRATION WILL BE ADMINISTERED BY A SINGLE ARBITRATOR, WHO WILL BE EMPOWERED TO AWARD ANY FORM OF INDIVIDUAL RELIEF, INCLUDING INJUNCTIVE RELIEF. IN ORDER TO KEEP HEARING COSTS DOWN, HEARINGS MAY, AT YOUR REQUEST, BE CONDUCTED TELEPHONICALLY OR ENTIRELY UPON SUBMISSIONS. HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED TO PRECLUDE WOL FROM SEEKING INJUNCTIVE RELIEF IN ORDER TO PROTECT ITS INTELLECTUAL PROPERTY OR TRADE SECRET RIGHTS BY BRINGING AN ACTION IN ANY COURT OF COMPETENT JURISDICTION, INCLUDING THE STATE AND FEDERAL COURTS LOCATED IN PHILADELPHIA, PENNSYLVANIA.

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION, CONSOLIDATED, MULTI-DISTRICT OR COLLECTIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION LAWSUIT AS TO ANY CLAIM, DISPUTE OR CONTROVERSY THAT YOU MAY HAVE AGAINST WOL OR ITS AFFILIATES AND/OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, REPRESENTATIVES AND ASSIGNS. YOU AGREE TO THE ENTRY OF INJUNCTIVE RELIEF TO STOP SUCH A LAWSUIT OR TO REMOVE YOU AS A PARTICIPANT IN THE SUIT. YOU AGREE TO PAY THE ATTORNEYS' FEES AND COURT COSTS THAT WOL OR ITS AFFILIATES INCURS IN SEEKING SUCH RELIEF. THIS PROVISION PREVENTING YOU FROM BRINGING, JOINING OR PARTICIPATING IN CLASS ACTION, CONSOLIDATED, MULTI-DISTRICT, OR COLLECTIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION LAWSUITS IS AN INDEPENDENT AGREEMENT AND DOES NOT CONSTITUTE A WAIVER OF ANY OF YOUR RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AND NOT AS A CLASS ACTION IN BINDING ARBITRATION AS PROVIDED ABOVE.

If any provision contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original meaning of the severed provision while conforming to applicable law, and the remaining provisions of this Agreement will remain in full force and effect. Should a dispute arise between you and WOL and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit brought by WOL to enforce its intellectual property or trade secret rights, the parties agree that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Philadelphia, Pennsylvania, and you hereby consent to the exercise of jurisdiction and venue by such courts. If either party employs attorneys to enforce any right in connection with a dispute or lawsuit, the prevailing party shall be entitled to recover reasonable attorneys' fees.

# **16. INDEMNITY**

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD THE WOL AND ITS AFFILIATES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE WEBSITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN YOU AND A SERVICE PROVIDER OR SERVICE PROVIDER'S AGENT REGARDING PRODUCTS AND SERVICES), ANY ACT (OR FAILURE TO ACT) BY YOU OR OTHER USERS OF YOUR ACCOUNT OR ANY BREACH BY YOU OF THIS AGREEMENT, OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM. THE WOL GROUP RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR PRIOR WRITTEN CONSENT.

#### 17. NO AGENCY

The relationship between WOL and each User of the Website is that of independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relations is intended or created by this Agreement or your use of the Website.

#### **18. NOTICES**

Except as explicitly stated otherwise, any notices shall be submitted (in the case of you contacting us) by certified postal mail, return receipt requested, to:

Women Owned Law 1500 John F Kennedy Boulevard, Suite 910 Philadelphia, PA, 19102

or, when we need to send you notice, to any email address you may provide to the Website during the registration process or when submitting an inquiry (as applicable). Notice shall be deemed given upon receipt or 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to any address provided to us during the registration process or when submitting an inquiry (as applicable).

#### **19. AMENDMENTS**

We reserve the right, in our sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes to this Agreement will be posted on the Website and will be effective immediately thereafter. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms of Use. When we post changes to this Agreement, we will revise the "last updated" date at the top of this Agreement. Accordingly, you should periodically check the "last updated" date at the top of this Agreement so that you can familiarize yourself with any changes.

# **20. COPYRIGHT INFRINGEMENT**

As WOL asks others to respect its intellectual property rights, it respects the intellectual property rights of others, and requires its Users to do so. If you are a copyright owner or an agent thereof and believe that any third-party Content on the Website infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail): (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on or available through our Website are covered by a single notification, a representative list of such works at those locations; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit WOL to locate the material; (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. WOL' designated Copyright Agent to receive notifications of claimed infringement is Copyright Agent, Women Owned Law, 1500 John F Kennedy Boulevard, Suite 910,

Philadelphia, PA, 19102.. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to WOL' customer service. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid. In the event that you believe WOL removed any of your Content in response to a false notice of copyright infringement, you should notify WOL promptly in writing pursuant to the DMCA, at the mailing address provided above. Such notification should include: (i) your physical or electronic signature; (ii) identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (iii) a statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (iv) your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the U.S. District Court for the Eastern District of Pennsylvania, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. Furthermore, you should include a clear statement of your acceptance of process pertaining to the notifying party or the agent of the party as defined in DMCA § 512(c)(1)(C). If a counter-notice is received by the Copyright Agent, WOL may send a copy of the counternotice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the Content provider or User, the removed Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at our sole and absolute discretion. WOL has a policy of terminating the account of, or denying access or use of the Website to, in its sole and absolute discretion, any User who repeatedly infringes the copyrights or other intellectual property rights of others.

#### 21. LINKS TO THIRD-PARTY SITES

This Website may contain links and pointers to other Internet sites. Such links are provided for your convenience only. Links to and from this Website to other sites, maintained by third parties, do not constitute an endorsement by us of such third-party sites or the contents thereof. We do not control, and are not responsible for any aspect of such third-party sites, including, without limitation, the content or privacy policies on, or the security of, such sites. Without in any way limiting the foregoing, WOL specifically disclaims any responsibility if such sites: (1) infringe any third party's intellectual property rights; (2) are inaccurate, incomplete or misleading; (3) are not merchantable or fit for a particular purpose; (4) do not provide adequate security; (5) contain viruses or other items of a destructive nature; or are libelous or defamatory. If you establish a link to our Website or to any of the third party sites which may be linked from our website, you do so at your own risk and without our permission. You accept the risk of any consequences or liability which may arise by you linking to our Website or to any third party sites, as referenced above.

#### 22. YOUR RECORD OF THIS AGREEMENT

We do not separately file the Agreement entered into by each User of this Website. Please make a copy of this Agreement for your records by printing and/or saving a downloaded copy of the Agreement on your personal computer.

# 23. MISCELLANEOUS

We may immediately and in our sole discretion terminate any User's access to or use of the Website due to such User's breach of this Agreement of Service or our Privacy Policy, or other unauthorized use of the Website. Any claim or cause of action you may have hereunder or with respect to your use of the Website or the Service must be commenced within one (1) year after the claim or cause of action first arises. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of any such right or provision. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. All provisions of this Agreement shall survive any termination hereof, except for those provisions (like licenses) that are revocable or, by their context, are not intended to survive termination. You may not assign any of your rights or delegate any of your obligations under this Agreement; WOL may assign or delegate this Agreement in whole or in part.