**terms of USE**

**IMPORTANT** – THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE WOMAN’S BOND CLUB, INC. (“WBC” OR “WE” OR “US” OR “OUR”). THE WEBSITES LOCATED AT [WWW.WOMENSSBONDCLUB.COM](http://WWW.WOMENSSBONDCLUB.COM) (THE "WEBSITE"), IS OWNED AND OPERATED BY THE CONSERVATION FUND. BEFORE ACCESSING OR USING ANY PART OF THE WEBSITE, YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS TERMS OF USE AGREEMENT. YOUR ACCESS TO AND USE OF THE WEBSITE ARE SUBJECT TO THESE TERMS OF USE, AS WELL AS TO ALL APPLICABLE LAWS AND REGULATIONS, AND ALONG WITH ANY OTHER TERMS AND CONDITIONS AS MAY BE SET FORTH BY THE CONSERVATION FUND.

THE CONSERVATION FUND IS WILLING TO LICENSE AND ALLOW THE USE OF THIS WEBSITE ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE WEBSITE. YOUR ACCESS TO AND USE OF THIS WEBSITE CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO ABIDE BY THESE TERMS OF USE. THESE TERMS OF USE MAY BE MODIFIED BY THE CONSERVATION FUND FROM TIME TO TIME WITHOUT ADVANCE NOTICE BY POSTING HERE AND YOU WILL BE BOUND BY ANY SUCH MODIFIED TERMS OF USE IF YOU CONTINUE TO USE THIS WEBSITE AFTER SUCH CHANGES ARE POSTED. THE DATE THESE TERMS OF USE WERE LAST UPDATED IS STATED AT THE END OF THIS DOCUMENT. YOU ARE ENCOURAGED TO REVIEW THESE TERMS OF USE PERIODICALLY FOR UPDATES AND CHANGES.

**terms AND CONDITIONS**

**Description of the Services**

Women’s Bond Club is an invitation-only organization for women in financial services. Our mission is to advance women in financial services and shape the future of the industry. We focus on career development and education, empowering women to lead, and giving back to our communities.

The Website provide visitors with a variety of information about WBC, event-related materials and scholarship information; members who register get access to a variety of additional resources (collectively, the “Content”).

**Personal Information**

You can visit the Website and access most of the Content, features and functionality without being required to provide us with any personal information. However, to gain access to certain Content, will require that you provide us with some personally identifying information about yourself, as more specifically detailed in our privacy policy, located **here**.

**Age Requirements**

WBC Website is intended solely for users who are 13 years of age or older, and any registration by, use of or access to the Website by anyone under 13 is unauthorized. If you are 13 or older but under the age of 18, you should review these Terms of Use with your parent or guardian to make sure that your parent or guardian understands them, agrees to be bound by them and you should only use the Website with their permission and under their supervision. If you are a parent or guardian of a child who is at least 13 years of age, but under the age of 18, and you give your child permission to use the Website, you hereby agree to the terms set forth in these Terms if Use on behalf of both yourself and your child.

**Intellectual property rights**

*Trademarks and Service Marks*

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**WBC License Grant**

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**Reservation of Rights**

WBC reserves the right, in its sole discretion and at any time, to modify, interrupt, limit, suspend or discontinue, temporarily or permanently, the Website, in whole or in part, including, as we deem necessary for purposes of maintenance, upgrades and the like, or to maintain the Website or to comply with applicable law. WBC shall not be liable to you or to any third party for any such modifications, suspensions or discontinuances of the Website.

**Additional Acknowledgments.**

You hereby agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of WBC Website and all Content. In addition, you also acknowledge and agree that use of the Internet and access to or transmissions or communications with WBC Website is solely at your own risk. While WBC has endeavored to create a secure and reliable Website, you should understand that the confidentiality of any communication or material transmitted to/from WBC Website over the Internet or other form of global communication network cannot be guaranteed. Accordingly, WBC is not responsible for the security of any information transmitted to or from the Website.

**Prohibited Use/Activities**

In addition to any other restrictions or conditions of use, you hereby acknowledge, and represent and warrant, that your use of the Website, will not be, or alleged to be unlawful, unauthorized, fraudulent or malicious in purpose. In addition, you agree you will not:

1. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Website or Content or in any way;
2. modify or make derivative works based upon the Website or Content;
3. create Internet “links” to the Service or “frame” or “mirror” the Website on any other server or wireless or Internet-based device;
4. reverse engineer or access the Website in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the Services or Application, or (c) copy any ideas, features, functions or graphics of the Services or Application;
5. launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services or Website;
6. interfere with or disrupt the integrity or performance of the Website or the data contained therein, or attempt to gain unauthorized access to the Website or its related systems or networks.

WBC will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. You acknowledge that WBC has no obligation to monitor your access to or use of the Website, but has the right to do so for the purpose of operating the Website and providing the Services, to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

**Links To Third-Party Websites/Materials/Content**

The Website contains hyperlinks to other websites – including a variety of social media sites such as Facebook, Twitter, Instagram and LinkedIn - each owned and operated by parties other than WBC. We do not control the websites accessed from such hyperlinks, and cannot be held responsible for the content or accuracy of anything on these sites, including any advertisements, products for sale, or services. Any such websites are likely to set forth specific terms of use and privacy policies that you should review. WBC shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, articles, resources, advertisements, products, services or other materials available on or through any such linked website.  WBC is not responsible for the privacy practices of any other website, and we encourage you to read the privacy policy of each website you visit prior to providing them any information or undertaking any activities.

**Service Provided In United States; Compliance With Laws**

WBC Website is hosted in the United States. If you are a non-U.S. user of WBC, by visiting the Website you agree to comply with all applicable federal and state U.S. laws. You further agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside.

We make no representations that the Website and any and all information contained therein, including any Content, is appropriate, available or legal in any particular location. The Website is not intended for access or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject WBC to any registration requirement within such jurisdiction or country. You hereby acknowledge and agree that you are choosing to access the Website and all related services, information or Content on your own initiative and that you are responsible for compliance with all applicable international, federal, state, local and any other applicable laws, statutes, ordinances and regulations regarding your use of the thereof.

**General Disclaimer**

The Content contained on this Website has been prepared by WBC as a convenience to its donors, users, and Website visitors. WBC has used reasonable efforts in collecting, preparing and providing such Content, but makes no warranty or guarantee about the accuracy, completeness, or adequacy of the Content contained in or linked to this Website or any other Website maintained by WBC.

YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. ALL CONTENT IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, AND THE CONSERVATION FUND EXPRESSLY disclaims all warranties and conditions with respect to the WEBSITE AND ALL ELEMENTS THEREOF, whether implied, express, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, title, noninfringement of third-party rights, SATISFACTORY QUALITY, quiet enjoyment and accuracy. THE CONSERVATION FUND MAKES NO WARRANTY THAT THE WEBSITE AND CONTENT IS ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY SUCH PROBLEMS WILL BE CORRECTED.

**Limitation Of Liability**

In addition to the above warranty disclaimers, YOU UNDERSTAND AND AGREE THAT IN NO EVENT WILL THE CONSERVATION FUND BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF INCOME, LOSS OF GOODWILL OR REPUTATION, DAMAGE TO OR CORRUPTION OF DATA, OR PERSONAL INJURY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH USE OF THE WEBSITE (OR INABILITY TO USE THE WEBSITE), AND YOUR USE OF OUR CONTENT. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE THE CONSERVATION FUND AND ITS AFFILIATES DIRECTLY OR TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE WEBSITE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**Indemnity**

You agree to defend, indemnify, and hold harmless WBC and affiliates and all of their respective employees, funders, parents, subsidiaries, joint ventures, affiliates, agents, developers, directors, officers and attorneys from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from any breach or alleged breach by you of this Terms of Use.

**Governing Law**

This Terms of Use has been made in and will be construed and enforced solely in accordance with the laws of the United States of America and the State of New York, U.S.A. as applied to agreements entered into and completely performed in the State of New York. You and WBC each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue to the federal and state courts located in New York County, New York.

YOU AND THE CONSERVATION FUND AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR THE CONSERVATION FUND WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR THE CONSERVATION FUND ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND THE CONSERVATION FUND FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, THE CONSERVATION FUND, AND ALL PARTIES TO ANY SUCH PROCEEDING.

**Arbitration**

At WBC’s sole discretion, any disputes or claims under this Terms of Use or its breach may be submitted to and resolved exclusively by arbitration conducted in accordance with American Arbitration Association rules. One arbitrator appointed under such rules shall conduct arbitration. Any such arbitration shall be in Arlington County, Virginia, and the laws of Virginia shall be applied. Any decision in arbitration shall be final and binding upon the parties. Judgment may be entered thereon in any court of competent jurisdiction. Notwithstanding the above, WBC may sue in any court for infringement of its proprietary or intellectual property rights. All claims you bring against WBC must be resolved in accordance with this section. All claims filed or brought contrary to this section shall be considered improperly filed. Any claim or cause of action arising out of or related to use of the Website and/or any of the Content, or these Terms of Use, must be filed within one (1) year after such claim or cause of action arose regardless of any status or law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be barred. Any failure to act by WBC with respect to a breach by you or others does not waive WBC’s right to act with respect to subsequent or similar breaches.

**Term and Termination.**

This Terms of Use and your right to use WBC Website will take effect at the moment you access the Website, and is effective, binding and enforceable for as long as use the Website. In addition, WBC reserves all of its legal rights to pursue any and all legal remedies if we believe you are using the Website for fraudulent or unlawful activity or you are taking any actions or omissions that violate any term or condition of this Terms of Use, or in order to protect its name and goodwill, its business, and/or other users. All provisions of this Terms of Use that by their nature our intended to survive termination will so survive and remain binding and effective – such provisions include, but are not limited to the miscellaneous section below, the provisions concerning WBC's proprietary rights, indemnity, disclaimers of warranty, limitation of liability, and governing law.

**Miscellaneous**

This Terms of Use constitutes the entire agreement between you and WBC and governs your use of the Website, superseding any prior agreements between you and WBC. You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of WBC. Any purported assignment or delegation by you without the appropriate prior written consent of WBC will be null and void. We may assign these Terms of Use or any rights hereunder without your consent. Failure by WBC to insist on strict performance of any of the terms and conditions of this Terms of Use will not operate as a waiver by WBC of that or any subsequent default or failure of performance. The Website are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject WBC to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Website or any portion of the Website, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the service or other features that the Website provides. If any provision (or part thereof) contained in this Terms of Use is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language. No joint venture, partnership, employment, or agency relationship exists between you and WBC as result of this Terms of Use or your utilization of the Website. Headings herein are for convenience only.

Terms of Use: last updated October 10, 2020.