

CCWomen

Terms of Use

Last Updated Date: September 26, 2023

These Terms of Use (“Terms” or “Agreement”) set out the terms and conditions on which we agree to make available, and you agree to access and use, the CCWomen Portal, CCWomen Materials and Services at <https://www.customercontactwomen.com>. Please read and review these Terms of Use carefully. These terms are incorporated by reference into each Subscription Agreement among a Subscriber, a Member, and CCWomen, a division of Customer Management Practice, LLC. By entering into such Subscription Agreement, or by accessing and using the CCWomen, CCWomen Materials and/or Services, you agree to comply with, and be legally bound by, these Terms, and agree to the treatment of your personal data in accordance with our Privacy Policy, which may be found here: [\[https://www.cmpresearch.com/privacy-policy\]](https://www.cmpresearch.com/privacy-policy). If you do not agree to these Terms, do not click “Join Now” (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by closing your CCWomen account and no longer accessing or using our Services. You agree as follows:

Definitions:

- a. “CCWomen”, “we”, or “us” mean and refer to CCWomen, a division of Customer Management Practice, LLC, a limited liability company registered in Delaware with its principal place of business at 535 Fifth Ave., 8th Floor, New York, NY 10017, and our affiliates and subsidiaries.
- b. “CCWomen Portal” means the website at <https://www.customercontactwomen.com> and its subdomains, including (where appropriate in context) all content therein.
- c. “CCWomen Materials” means the content available on the CCWomen Portal, including without limitation all research reports, benchmarking tools, white papers, analyses, data compilations, templates, webinars, online events or meetings, data, forums, chat sessions, podcasts, user postings, and all other written or recorded materials or compilations hosted on the CCWomen and made available to Members (or some subset of Members) in accordance with these Terms of Use.
- d. “Services” shall mean the CCWomen services provided to Members, including but not limited to mentoring services, as set forth in your Subscription Agreement, including but not limited to Member-only virtual events, in-person events, access to white papers, workshops, book clubs, market studies, data-backed research studies, a job board for job opportunities, and access to live and recorded sessions that take place on CCWomen.
- e. “you” and “your” mean and refer to both Subscribers and Members of the CCWomen Portal, CCWomen Materials and/or Services and refers to the individual or legal entity, as applicable, identified as the end user of the Services when you registered through the Site.
- f. “Member(s)” means the individual(s) designated by a Subscriber as the person authorized to use the license granted by the terms of the Subscription Agreement for the CCWomen Portal, CCWomen Materials and/or Services. The license granted shall entitle the Member to the benefits specified in the Subscription Agreement for that license. Only one individual may be designated as a Member for each license, and such individual must be an owner, officer, director,

consultant or employee of the Subscriber who owns the Subscription Agreement. In the case of an individual subscribing for the Services, the Subscriber and the Member may be one and the same. Only individuals with citizenship outside the countries of the European Union and the United Kingdom are currently eligible to be Members.

- g. “Valid Email” means the email each Member must provide as part of the registration process in connection with a Subscription Agreement. By entering an email address, the Subscriber warrants that such email address is valid, and that it belongs to the Subscriber.
- h. “Original Subscription Term” means the period from the start date to end date, as set forth in the Subscription Agreement.
- i. “Renewal Subscription Term,” unless otherwise specified in the Subscription Agreement with a Subscriber, shall be a period commencing on the end date of the previous subscription term and continuing for a period equal to the period of the Original Subscription Term.
- j. “Subscription Agreement” shall mean the agreement between you and among a Subscriber, a Member, and CCWomen, which governs the financial terms of your subscription for the CCWomen Services. The Subscription Agreement incorporates these Terms by reference.
- k. “Subscriber” means the individual or corporate entity that is the signatory to a Subscription Agreement for CCWomen Services.

1. Subscriptions

- 1.1. A Subscriber may purchase a subscription for one or more Members. The Subscription Fee and Subscription Term for each such license shall be set forth in the Subscription Agreement.
- 1.2. CCWomen reserves the right to limit certain classes of licenses to qualified Subscribers and Members. No refunds will be provided in the event of a change in access on this basis.
- 1.3. Unless otherwise noted in your Subscription Agreement, subscriptions shall automatically renew for additional Renewal Subscription Term of the same length as the Original Subscription Term in your Subscription Agreement.
- 1.4. CCWomen shall provide Members with a notice of renewal in advance of the renewal date via an email to the Valid Email contact address provided by the Subscriber at the time of subscription. Such notice shall contain a reminder of the upcoming auto-renewal, the date of which the subscription shall automatically renew, the price for the renewal term (including any increase), and directions for providing a notice of non-renewal, should the Member wish to do so.
- 1.5. Unless otherwise stated in your Subscription Agreement, Subscription Fees will be invoiced and due in full at the start of each Membership Term.
- 1.6. Member Representations, Warranties and Covenants. Except as otherwise provided herein, if you do not agree to be bound by the Terms, you may not access or use any of the Services.
 - 1.6.1. Member Representations. As a condition of your continued membership and authorization to use the site, to CCWomen, you represent and warrant to CCWomen that you: (a) have read, understood and shall be bound by these Terms, (b) are of legal age in your jurisdiction of residence to form a binding contract with CCWomen, (c) are a citizen of, and physically located in, a country outside the European Union and the United Kingdom and (d) you have the authority to enter into this Agreement personally and, if applicable, on behalf of any

company, organization or other legal entity on whose behalf you use the Services and to bind that entity (and any users) to these Terms.

- 1.6.2. **Member Covenants.** As a condition of your continued membership and authorization to use the site, to CCWomen, you promise that while you are a Member you will: (a) use the Services using your true identity; (b) keep your Valid Email address and other contact information on file with CCWomen accurate and up to date; (c) use a strong password and keep it confidential; (d) not transfer any part of your account or allow any third party access to it; (e) follow all applicable laws in connection with your use of the CCWomen Portal; and (f) follow CCWomen's Community Guidelines in your use of the Services.
2. You hereby consent to provide CCWomen with personal information including an accurate headshot, a list of your social media sites such as LinkedIn or Instagram, the name of your employer, your job title, email address, phone number and home or office address. Your photograph and other personal information will be available on the CCWomen Portal to other Members. There is no opt-out provision relating to your personal data. When you become a Member of CCWomen Portal your profile including posts, comments, articles and images will be visible to other Members. You agree that if the information includes personal data, it will be subject to our [privacy policy](#).
3. In order to provide our Members with a personalized and valuable service, we will collect information during the subscription process. You can become a member of CCWomen when you create a membership account pursuant to a Subscription Agreement. When you become a Member, your profile including posts, comments, articles and images will be fully visible to all other Members. You can update your data sharing preferences in your My Account settings. The information we collect about you comes from two sources. First, from the information which you give when you join as a Member, or the information you subsequently update using the CCWomen Services. Second, we store details of contributions you have made to the site (for example, forum posts, blog comments, job adverts posted, press releases posted) and link to these, where relevant, from your member profile, except where you have chosen to contribute anonymously.
4. You are responsible for anything that happens through your account unless you close it or report misuse.
5. Your use of our Services is subject to our Privacy Policy [<https://www.cmpresearch.com/privacy-policy>], which covers how we collect, use, share and store your personal information.
6. PLEASE NOTE THAT CCWOMEN MAY SUPPLEMENT, MODIFY OR ALTER THESE TERMS, OUR PRIVACY POLICY, OR ANY CCWOMAN SERVICE OFFERING AT ANY TIME IN ITS SOLE DISCRETION. When CCWomen makes such changes, CCWomen will make a new copy of the Terms available on the Site. We will also update the "Last Updated" date at the top of the Terms or relevant Supplemental Terms). PLEASE REGULARLY CHECK THE SITE TO VIEW OUR CURRENT TERMS.
7. **Description of Services.** CCWomen offers a variety of Services, including, but not limited to, its Membership and Mentor/Mentee Matching Program (the "Mentoring Services").
 - 7.1. Membership. Membership provides you with: (a) a CCWomen profile, (b) access to and participation in CCWomen's message boards and want adds, (c) access to CCWomen Materials, (d) access to CCWomen Services, (e) the opportunity to create and post Member Content (as that term is defined in Section 10, below) to the CCWomen site, and (f) other benefits that we may add from time to time, and is available to citizens of countries other than those in the European Union and United Kingdom as more fully set out on our Membership page: <https://www.customercontactwomen.com/membershipsignup>.
 - 7.1.1. You acknowledge that all Member Content is the sole responsibility of the party from whom such content originated. As more fully set forth in Section 10, CCWomen makes no representation or warranty as to the accuracy of any Member Content or its fitness for any particular purpose. CCWomen does not control the Member Content and assumes no

liability for its use by any Member. The information and opinions expressed on CCWomen's site, or other electronic forums conducted on its such as chat rooms and forums are not necessarily those of CCWomen or its service providers, affiliates, associates, subsidiaries or partners and CCWomen makes no representations or warranties regarding that information or those opinions. Neither CCWomen or its service providers, affiliates, associates, subsidiaries or partners shall be responsible or liable to any person or entity whatsoever for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character whatsoever based upon or resulting from any information or opinions provided in such forums.

- 7.1.2. Throughout the CCWomen Portal we have provided links and pointers to Internet sites maintained by third parties, sometimes through third-party advertisements. Our linking to third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through the sites. In addition, neither we nor any of our respective affiliated companies operate or control in any respect any information, products or services that third parties may provide on or through the CCWomen Portal or on websites linked to by us on the CCWomen Portal.
- 7.1.3. Certain sections of the CCWomen Portal may allow you to purchase different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the CCWomen Portal or on a site linked to by the CCWomen Portal, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and by us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the CCWomen Portal, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the CCWomen Portal.
- 7.1.4. You agree to be financially responsible for all purchases made by you or someone acting on your behalf or using your CCWomen log-in credentials through the CCWomen Portal. You agree to use the CCWomen Portal and to purchase services or products through the CCWomen Portal for legitimate purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.
- 7.1.5. Member Profile. We have a Member Profile on the CCWomen site which contains profiles of our individual members. The information we collect for this comes from two sources. Firstly, it is the information which you give when you join as a Member, or the information you subsequently update. Secondly, we store details of contributions you have made to the site (for example, forum posts, blog comments, job adverts posted, press releases posted) and link to these, where relevant, from your member profile.

- 7.2. **Mentoring.** The Services will ultimately include an opportunity for Members to connect with independent mentors on an as-available basis (each, a “Mentor” and collectively, the “Mentors”) seeking to provide the Mentoring Services. Mentoring services are not available as of the date listed above. The Terms will be updated to include provisions applicable to this service at a later date.
- 7.3. PLEASE NOTE THAT, AS STATED ABOVE, THE SERVICES ARE INTENDED TO BE USED TO FACILITATE THE CONNECTION OF USERS AND MENTORS THROUGH THE CCWOMEN SITE, BUT YOU AGREE THAT CCWOMEN HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY MENTORING EXPERIENCE OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT. ANY MENTORING SERVICES ARE PROVIDED BY MENTORS AND NOT BY US, AND EACH USER ACCEPTS MENTORING SERVICES AT HER OWN RISK.
- 7.4. MENTORS ARE NOT EMPLOYEES, PARTNERS, REPRESENTATIVES, AGENTS, OR JOINT VENTURERS OF CCWOMEN. CCWOMEN DOES NOT PERFORM THE MENTORING SERVICES AND EACH USER HEREBY ACKNOWLEDGES THAT CCWOMEN DOES NOT SUPERVISE, DIRECT, CONTROL OR ACCEPT ANY RESPONSIBILITY FOR MENTORING SERVICES BUT MAY MONITOR MENTORING SERVICES THROUGH THE SITE SERVICES.
- 7.5. Additional Membership Services. From time to time, CCWomen may offer Additional Membership Services in connection with the Services. Additional terms may be provided in connection with participation in the Additional Membership Services. Please contact ccwomen@cmpteam.com if you have any questions regarding any purchase of, or participation in, any Additional Membership Services. If offered, Additional Membership Services shall be offered on the same terms as the Services.
- 7.6. To apply for a Membership, please visit <https://www.customercontactwomen.com>. CCWomen may, in its sole discretion, accept or deny your membership. Should your application for membership be approved, you and CCWomen will execute a Subscription Agreement with the details of your membership, and that Subscription Agreement and these Terms will govern the terms and conditions of your Membership.
8. Registration. When registering an account for the Services (“Account”) or submitting a Subscription Agreement for Membership, you agree to provide only true, accurate, current and complete information requested by the registration form (the “Registration Data”) and to promptly update the Registration Data thereafter as necessary to keep it current. You will be responsible for all activities that occur under your Account. You shall monitor your Account to restrict its use by minors and other unauthorized users and you shall not share your Account or password with anyone. You shall notify CCWomen immediately of any unauthorized use of your password or any other breach of the security of your Account and to exit from your Account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information. You will not create an Account using a false identity or alias or if you previously have been banned from using any of the Services. You shall not maintain more than one Account at any given time. CCWomen reserves the right to remove or reclaim any Account at any time and for any reason. You acknowledge and agree that you will retain no ownership or other property interest in your Account and that all rights in and to your Account are owned by and insured to the benefit of CCWomen. YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THE SERVICES BY ANYONE USING YOUR ACCOUNT WHETHER OR NOT SUCH ACCESS TO AND USE OF YOUR ACCOUNT IS ACTUALLY AUTHORIZED BY YOU.
9. Ownership of and License to Use the Services.

- 9.1. Use of the Services. CCWomen, its suppliers, and its service providers own all rights, title and interest in the Services. The Services are protected by copyright and other intellectual property laws throughout the world. Subject to these Terms, CCWomen grants you a limited, non-transferable license to use the Services solely for your personal, non-commercial purposes. CCWomen, its suppliers, and its service providers reserve all rights not granted in this Agreement.
- 9.2. Trademarks. CCWomen's stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of CCWomen or its affiliates and may not be used without permission, including but not limited to in connection with any third-party products or services. You are prohibited from using CCWomen's (or any affiliate's) name and/or related graphics, logos, service marks and/or trade names (or their likeness) in any way that causes confusion and/or misrepresents your affiliation or authority as it relates to CCWomen (or any Services). Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners. You will not remove, alter or obscure any copyright notice, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

10. Member Content.

- 10.1. Responsible Party for Content. You acknowledge that all content is the sole responsibility of the party from whom such content originated. This means that each Member is entirely responsible for all content that that Member makes available through the Services ("Member Content"). CCWomen has no obligation to pre-screen any Member Content. You use all Member Content and interact with other Members at your own risk. Without limiting the foregoing, CCWomen reserves the right in its sole discretion to pre-screen, refuse, or remove any Member Content. For example, CCWomen shall have the right to remove any such Content that violates these Terms or our Community Guidelines or that is otherwise objectionable. Any views and opinions expressed in Member Content reflect the author's point of view and are not necessarily those of CCWomen or its affiliated entities.
- 10.2. Ownership of your Content. CCWomen does not claim ownership of any Member Content you make available on the Services (your "Content"). However, when you as a Member post or publish your Content on or in the Services, you represent and warrant that you have all of the necessary rights to grant CCWomen the license set forth in Section 11.3 below. Except with respect to your Content, you have no right or title in or to any content that appears on or in the Services. Further, you acknowledge that if your Content includes personal information, it will be treated in accordance with our Privacy Policy, applicable laws and your choices (including settings). You shall not re-post or claim ownership of any other Member's Content.
- 10.3. License to Your Content. You grant CCWomen a right to copy, use, and display your Content (in whole or in part) and create derivative works from your Content for purposes of operating and providing the Services. Note that other Members may search for, see, use, modify and reproduce any of your Content that you submit to any "public" area of the Services.
- 10.4. Member Submissions. During your use of the Services, you may submit text responses, chats, comments, suggestions, photographs, video, and other information (collectively, the "Submissions") to the Site, whether or not requested to do so by CCWomen. You shall be deemed to have granted CCWomen a fully paid, worldwide, perpetual, royalty-free, non-exclusive, transferable, sublicensable, license to cache, copy, distribute, transmit, publicly display, reproduce or otherwise use or exploit your Submissions on the Services and in other media, digital or analog, now known or hereafter developed throughout the universe including, without limitation, the internet, mobile devices, and in advertising or promotions, print or otherwise. For the avoidance of doubt, by submitting your Submission you understand and agree

that any Submission may become publicly viewable on the Services or elsewhere. CCWomen shall have no obligation to pay you any compensation for your Submissions. CCWomen is under no obligation to post or use any Submission you may provide. CCWomen may, in its sole discretion, remove any Submission at any time, with or without notice to you, prior to removal or otherwise. By posting your Submission to the CCWomen portal, you are representing and warranting to CCWomen that you have all required ownership and intellectual property rights necessary to do so. You may request the removal of your Submission for any reason on reasonable written notice to CCWomen, on receipt of which CCWomen will take commercially reasonable steps to comply. CCWomen does not and cannot review all Submissions and is not responsible for the content or substance thereof. However, CCWomen reserves the right to delete, move or edit Submissions that it, in its sole discretion, deems to be abusive, defamatory, obscene, in violation of copyright or trademark laws, or in violation of any person's rights to privacy or publicity, or otherwise unacceptable, provided that CCWomen shall not be deemed the publisher of any Submission by virtue of its right to control said Submission. Any views and opinions expressed in a Submission reflect the author's point of view and are not necessarily those of CCWomen or its affiliated entities.

11. Restrictions on Use of the Services.

- 11.1. Restrictions on Member Conduct. You agree not to use the Services for any purpose prohibited by this Agreement or by applicable law. You agree to abide by our Community Guidelines and Privacy Policy, and you shall not (and shall not permit any third party to) (a) take any action or (b) make available any content on or through the Services that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane or that is likely to incite violence; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without CCWomen's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of CCWomen; or (vi) discloses any personal or confidential information about another person without the express written consent of such person.
- 11.2. Acceptable Use. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form); (c) you shall not use any metatags or other "hidden text" using CCWomen's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from the Services; (f) you shall not access the Services in order to build similar or competitive products or services; (g) except as expressly stated herein, no part of the Services, including without limitation, any Member Content not your own, may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services; (i) you shall not circumvent, remove, alter, deactivate, degrade, or thwart any of the protections of the Services, or attempt any of the foregoing; (j) you will not take any action that imposes or may impose (in our sole

determination) an unreasonable or disproportionately large load on our technical infrastructure; (k) you will not interfere with or attempt to interrupt the proper operation of the Services through any virus, device, information collection or transmission mechanisms, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Services through hacking, password or data mining, or any other means, (l) you shall not use the Services in a manner that shares or promotes the exploitation of any child, (m) you shall not use the Services to promote, sell, or attempt to sell or purchase any illegal or dangerous good or service, (n) you shall not share any false or misleading content, including misinformation or disinformation, or post link to sites that contain the same, including without limitation any “deepfake” images, sound files, or videos, or post content that has been manipulated to deceive. Any future release, update or other addition to the Services shall be subject to these Terms. CCWomen reserves all rights not granted in this Agreement. Any unauthorized use of the Services shall give CCWomen the right to terminate your Subscription on notice to you. The foregoing sentence is not exclusive of any other rights or remedies that may be available to CCWomen under law, equity, statute, or otherwise.

11.3. Use of the CCWomen site is for professional education and development purposes only. Members are prohibited from using the site or the information therein for commercial gain, pursuing personal romantic relationships, or harassing or denigrating any individuals or groups on the basis of race, ethnicity, gender or sexual orientation or expression, age or other classes protected by law. Members should review and abide by the Community Guidelines which set forth expectations of conduct in greater detail.

11.4. Due to the nature of the Internet, it is not possible for CCWomen to restrict access to its web site only to those jurisdictions in which it does business. Some or all of the products and services offered on this web site may not be eligible for solicitation in your jurisdiction. If you are accessing this web site from such a jurisdiction, you should not consider anything on this site as an offer to sell or as a solicitation to the public to purchase any product or service from CCWomen. This site is for use only by persons residing in jurisdictions where such products and services may legally be sold.

11.5. CCWomen offers services and programs in many parts of the world. The CCWomen Portal may refer to certain services or programs that are not available worldwide. Without specifically limiting the offers made on this web site, reference to such services or programs does not imply that CCWomen intends to offer such service or programs in all countries or locations.

12. Member Rules. Any features and/or services provided on the Services by CCWomen, including, but not limited to, user comments, instant messaging, and e-mail functions, are subject to this Agreement and any other guidelines published or modified by CCWomen from time to time, including without limitation our Community Guidelines (collectively, the "Rules"). You understand that a breach of the Rules will result in a violation of these Terms. Notwithstanding anything to the contrary in the Rules, in the event that CCWomen determines, in its sole discretion, that you have violated the Rules, or that any part of your Submission or your Content violates the Rules, CCWomen will have the right to immediately remove such Submission, in whole or in part, with or without notice to you, and/or to temporarily suspend your Account and access to the Services, with notice to you. In the event that CCWomen determines that your first violation was particularly offensive, CCWomen will have the right to immediately and permanently terminate your Account and access to the Services, with notice to you. Any user may report abuse by sending an email to ccwomen@cmpteam.com.

13. Feedback. You agree that your submission of any ideas, suggestions, documents, and/or proposals to CCWomen (“Feedback”) is at your own risk and that CCWomen has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You agree that you

have all rights necessary to submit the Feedback. You hereby grant to CCWomen a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

14. Payment.

14.1. Payment Terms for Membership. Please refer to your Subscription Agreement for information on any membership fees and the terms thereof.

14.2. Payment Terms for Other Services. You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. You must provide CCWomen with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) (“Payment Provider”). Your Payment Provider agreement governs your use of the designated credit card, and you must refer to that agreement and not to the Terms to determine your rights and liabilities. By providing CCWomen with your credit card number and associated payment information, you agree that CCWomen is authorized to immediately invoice your Account for all fees and charges due and payable to CCWomen hereunder and that no additional notice or consent is required. You agree to immediately notify CCWomen of any change in your billing address or the credit card used for payment hereunder (or any other related agreement). CCWomen reserves the right at any time to change its prices and billing methods, upon notice to you.

14.3. Refund Policy for Services. Other than in any circumstances prohibited by applicable law, all payments made through the Services are final, and CCWomen will not issue any refunds. Please refer to the Subscription Agreement incorporated therein for the refund policy regarding the Membership Fees (as this term is defined in the Subscription Agreement).

14.4. Third Party Payment Processor. CCWomen uses Hubspot as its third-party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). Hubspot’s Terms of Service are available at <https://legal.hubspot.com/checkout-termsofuse> and if you pay for Membership or other goods or services through Hubspot’s payment portal, your personal information will be governed by their terms and conditions.

15. Indemnification. To the fullest extent permitted by applicable law, you shall indemnify and hold harmless CCWomen, its board members, parents, subsidiaries, affiliates, officers, managers, employees, contractors, and agents and its licensors and suppliers (and the officers, directors, and managers of any of them, to the extent applicable) (“CCWomen Parties”) harmless from any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' and experts' fees relating to or arising out of: (a) content you post on the CCWomen Portal or any other CCWomen site; (b) your use or misuse of the Services by you or someone using your computer or user log-in credentials; (c) your violation of these Terms or any other agreement referenced herein by you or anyone using your log-in credentials; (d) your violation of any rights of another party (including another Member); (e) a claim that any use of the CCWomen Portal or CCWomen Materials by you or someone using your computer or log-in credentials infringes any intellectual property right of any third party, or any right of privacy or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (f) any deletions, additions, insertions or alterations to, or any unauthorized use of, the CCWomen Portal, CCWomen Materials and/or the Services by you or someone using your computer or log-in credentials; (g) any misrepresentation or breach of representation or warranty made by you in connection with your registration, access and/or use of the CCWomen Portal, CCWomen Materials or the Services; or (h) any breach by you of any covenant or agreement with CCWomen, or (i) your violation of any applicable law, rule or regulation. In connection with the foregoing, you agree to pay any and all costs, damages, and expenses, including but not limited to, attorneys' fees and costs awarded against or otherwise incurred by CCWomen or in

connection with or arising from CCWomen's defense or settlement of any such claim, suit, action, or proceeding attributable to any such claim. CCWomen reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with CCWomen in asserting any available defenses. You agree that the provisions in this Section will survive any termination of the Agreement or your access to Services.

16. Disclaimer of Warranties and Conditions.

- 16.1. SERVICES OFFERED AS-IS/WHERE-IS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE CCWOMEN PORTAL, THE SERVICES, THE CCWOMEN MATERIALS, OR ATTENDANCE AT ANY CCWOMEN OR MEMBER-ORGANIZED EVENT, IS AT YOUR SOLE RISK, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE CCWOMEN PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE /OR NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES.
- 16.2. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CCWOMEN PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT: (1) THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; (2) THE INFORMATION, CONTENT, AND DATA ON THE SERVICES IS ACCURATE, COMPLETE, OR CURRENT; (3) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (4) ANY ERRORS ON THE SERVICES WILL BE CORRECTED; (5) YOUR USE OF THE SERVICES WILL NOT EXPOSE YOUR HARDWARE OR NETWORKS TO ADDITIONAL SECURITY RISK; OR (6) THE SERVICES WILL BE COMPATIBLE WITH YOUR DEVICES.
- 16.3. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR OTHERS, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.
- 16.4. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. CCWOMEN MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE SERVICES.
- 16.5. CERTAIN JURISDICTIONS' LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES.
- 16.6. NO LIABILITY FOR CONDUCT OF THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT CCWOMEN (INCLUDING ITS AFFILIATES, OWNERS, OFFICERS, MANAGERS AND AGENTS) IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD SUCH PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER CCWOMEN MEMBERS, MENTORS, OR OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

17. LIMITATION OF LIABILITY.

- 17.1. **DISCLAIMER OF CERTAIN DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CCWOMEN PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE OR FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF DATA, PRODUCTION, OR USE, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT CCWOMEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES LOSSES THAT WERE NOT FORESEEABLE TO YOU OR CCWOMEN WHEN THE AGREEMENT WAS FORMED AND LOSSES THAT WERE NOT CAUSED BY ANY BREACH BY CCWOMEN. WE DO NOT LIMIT OR EXCLUDE THE CCWOMEN PARTIES' LIABILITY WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS, OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.
- 17.2. **CAP ON LIABILITY.** UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE AMOUNT THAT THE CCWOMEN PARTIES ARE LIABLE TO YOU EXCEED \$100. THE LAWS OF SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AND THESE LIMITATIONS ARE NOT INTENDED TO APPLY TO RESIDENTS OF THOSE STATES. WE DO NOT LIMIT OR EXCLUDE THE CCWOMEN PARTIES' LIABILITY WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION. THE LIMITATIONS OF DAMAGES SET FORTH IN THESE TERMS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CCWOMEN AND YOU.
- 17.3. **Member Content and Settings.** The CCWomen Parties assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any content, Member communications, or personalization settings.
18. **Procedure for Making Claims of Copyright Infringement.** If you believe content posted on the Services by a third-party infringes your copyright rights, please provide a notice of such claim to us with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a 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 (6) 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. This notice should be addressed to: CCWomen, a division of Customer Management Practice, LLC, 535 Fifth Avenue, 8th Floor, New York, NY, 10017, Attn: Copyright Agent or to ccwomen@cmpteam.com. Please allow us a reasonable period of time to review and take necessary action on any such claim.
19. **Termination.** At its sole discretion, CCWomen may modify or discontinue the availability of the Site, with or without notice to you and without liability to you or any third party. To the extent practicable, CCWomen will warn you in advance of any modification, or discontinuance of the Site (or part thereof). Without limitation to the preceding sentence, we may periodically schedule system downtime for maintenance and other purposes. You also acknowledge that unplanned system outages may occur. CCWomen may suspend or terminate your access to the Services (in full or in part) if: (i) you have breached any provision of this Agreement or any other agreement referenced herein; (ii)

CCWomen is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful); or (iii) you use the Services for any unauthorized, fraudulent, abusive or illegal activity. You agree that all terminations for cause shall be made in CCWomen's sole discretion and that CCWomen shall not be liable to you or any third party for any termination of the Services in accordance with these Terms. In addition to suspending or terminating your access to the Services, CCWomen reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Services is terminated, the Agreement will remain enforceable against you and unpaid amounts you owe to CCWomen for any purchases will remain due.

20. International Members. Services can be accessed from countries around the world and may contain references to Services and content that are not available in your country. These references do not imply that CCWomen intends to announce or promote the availability of such Services or content in your country. Services are controlled and offered by CCWomen from its facilities in the United States of America only to people who are not citizens of, or physically located in, European Union member states or the United Kingdom, or resident in those countries. CCWomen makes no representations that Services are appropriate or available for use in other locations. Those who access or use Services from other countries do so at their own volition and are responsible for compliance with local law.

20.1. WAIVER OF JURY TRIAL. YOU AND CCWOMEN HEREBY WAIVE ANY CONSTITUTIONAL OR STATUTORY RIGHTS TO HAVE A TRIAL IN FRONT OF A JURY.

20.2. WAIVER OF CLASS OR NON-INDIVIDUALIZED RELIEF. EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. A judge may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim.

21. General Provisions.

21.1. Electronic Communications. The communications between you and CCWomen use electronic means, whether you visit Services or send CCWomen e-mails, or whether CCWomen posts notices on Services or communicates with you via e-mail. For contractual purposes, you: (1) consent to receive communications from CCWomen in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications related to the Agreement that CCWomen provides to you electronically satisfy any legal requirement that such communications would satisfy if they were made in writing in a physical document. The foregoing does not affect your statutory rights. CCWomen and Member shall at all times comply with all applicable laws and regulations relating to the collection, processing, and storage of personal data.

21.2. Your Privacy Rights. Depending on where you are located and how you interact with the CCWomen Portal, you may have certain legal rights over the personal data we hold about you. For information on how to exercise your rights under the local privacy laws including the CCPA, please visit the relevant sections in our [privacy policy](#).

21.3. Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without CCWomen's prior

written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

- 21.4. Force Majeure. CCWomen shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
- 21.5. Governing Law; Exclusive Venue. These Terms and any access or use of the CCWomen Portal, CCWomen Materials and/or Services by any Member shall be governed by New York law without giving effect to its conflicts of laws provisions or those of another jurisdiction, and shall be subject to the jurisdiction of the state and federal courts of New York, New York. In the event of any legal action related to these Terms, you agree to submit to the exclusive jurisdiction and venue of the state and federal courts of New York, New York with respect to any dispute arising out of or relating to such matters.
- 21.6. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THIS AGREEMENT.
- 21.7. Notice. Unless otherwise specified in your Subscription Agreement or Renewal Notice, any notices to be provided hereunder shall be made in writing and provided to CCWomen at the following address: CCWomen, a division of Customer Management Practice, LLC, 535 Fifth Avenue, 8th Floor; New York, New York 10017; Attn: Managing Director. Any notice to be provided by CCWomen to any Member hereunder shall be provided in writing to the email address provided by the Member at registration. The Member must provide accurate information at registration and is responsible for keeping it updated. If no address has been provided, notice shall be deemed sufficient when sent to you at that email or IP address from which you accessed or used the Website.
- 21.8. Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at: CCWomen, a division of Customer Management Practice, LLC, 535 Fifth Avenue, 8th Floor, New York, NY, 10017, or by e-mail at ccwomen@cmpteam.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.
- 21.9. Waiver. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 21.10. Severability. If any portion of these Terms is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.
- 21.11. Export Control. You may not use, export, import, or transfer Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Services, and any other applicable laws. In particular, but without limitation, Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using Services, you agree that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 21.12. Headings. Section headings in these Terms shall be used for reference only and shall not affect the interpretation of these Terms.
- 21.13. Entire Agreement. To the extent permitted by applicable law, these Terms, including any Code of Conduct, Rules, Subscription Agreement and other documents incorporated by reference, if applicable, constitute the final, complete and exclusive agreement of the parties with

respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

For press inquiries:

ccwomen@cmpteam.com

For general inquiries:

ccwomen@cmpteam.com