

Women in Sports and Events Web Site Terms of Use

Welcome to the Women in Sports and Events web site accessible via the URLs www.womeninsportsandevents.com and www.WISEworks.org ("Site"), which is owned and operated by Women in Sports and Events, Inc. ("WISE", "we", or "us"). By using the Site after having been afforded an opportunity to review the following terms and conditions concerning your use of the Site ("Terms"), you are indicating that you agree to follow and be bound by the Terms.

These Terms were last revised on August 10, 2009.

1. Use of Site Content

- (a) Content, including but not limited to text, software, music, sound, photographs, trademarks, service marks, logos, video, graphics or other material contained on this Site or in commercially produced information presented to you through the Site by WISE or WISE's third party licensors ("Content") is protected by copyright, trademarks, service marks or other proprietary rights and laws and you are only permitted to use Content as expressly authorized herein or in writing by WISE. These Terms do not transfer any right, title, or interest in the Site or the Content to you, and WISE and its third party licensors retain all of its and their respective right, title and interest to the Site and Content.
- (b) Except as provided in these Terms, you may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit, distribute or otherwise exploit any Content or information from the Site, in whole or in part, including without limitation by way of framing or hyper-linking, without the express permission of WISE. Requests for such permission should be made to info@WISEworks.org.

2. You may without our permission:

- (a) Download, view and print Content, but only if:
 - 1) the Content is used solely for personal, informational, or internal business purposes;
 - 2) the Content is not provided, sold, licensed or leased (nor is access provided to the Content) for any fee or other consideration;
 - 3) all copyright, trademark and other proprietary rights notices included in the Content as presented at the Site appear on all copies;
 - 4) the Content is not modified or altered in any way; and
 - 5) no graphics are used separately from accompanying text.
- (b) Link or hyper-link to the home page of the Site from any Qualified Site, but only if:
 - 1) you notify us by email at info@WISEworks.org specifying the URL of each page from which you will be linking to our home page;
 - 2) you do not frame the Site or any portion of the Site;

- 3) you do not link into any page other than the home page of the Site;
- 4) the link or hyper-link to the Site is not used in a way that suggests that WISE endorses you or your web site;
- 5) the link is identified using a plain text rendering of "Women in Sports and Events" and not any trademark or logo of WISE;
- 6) the link or hyper-link to the Site is not used or presented in any way that disparages WISE or tarnishes, blurs, or dilutes the quality of its or their names or trademarks or any associated goodwill;
- 7) the link or hyper-link to the Site is not displayed on any web page that displays Objectionable content or links; and
- 8) you agree that we may terminate your right to link or hyperlink to the Site at any time for any reason or no reason.

"Qualified Site" means a web site that displays no Objectionable content.

"Objectionable" means as to any content, information in any medium or format, including without limitation text, data, graphics, audio or video, that: (a) is libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized; (b) a reasonable person would consider harassing, abusive, threatening, obscene or excessively violent, or (c) constitutes a breach of any person's privacy or publicity rights, hate speech or an infringement of any third party's intellectual property rights of any kind, including without limitation, copyright, patent, trademark, industrial design, trade secret, confidentiality or moral rights; or (d) violates or encourages other to violate any applicable law.

3. You may not under any circumstance:

- Send unsolicited commercial email to the email addresses or membership lists provided on the Site (spam, chain emails, advertising solicitations and similar email solicitations are expressly prohibited);
- Delete, modify or attempt to change or alter any of the Content on the Site;
- Use any device, software or routine that interferes with the proper functioning of the Site or take any other action that interferes with other parties' use of the Site;
- Use the Site or the Content in any manner inconsistent with or in violation of any applicable laws or regulations;
- Use any "robot", "spider" or other automatic or manual device or process for the purpose of compiling information on the Site for purposes other than for a generally available search engine; or
- Use any WISE names or trademarks as metatags or hidden text.

4. Use of Interactive Components of Site

The Site may contain job listings, message boards, blogs, forums and/or other interactive functions (collectively, "Site Forums"). The functionality of the Site may allow you to provide content (including, without limitation, job listings, text or photographs, book reviews, video or other graphics), e-mail communications or other information that is to be posted on or through the Site (collectively, as provided by any user "Forum Information"). You acknowledge that (i) WISE does not necessarily pre-screen Forum

Information; (ii) WISE does not endorse or adopt (and has not necessarily reviewed) any Forum Information nor assumes any responsibility for any material therein; and (iii) WISE shall have the right (but not the obligation) in its reasonable discretion to refuse or remove any Forum Information on the Site and to edit or delete any Objectionable material. If you believe that WISE has acted mistakenly with respect to certain Forum Information or other content, you may contact us at info@WISEworks.org, in which case we may investigate the matter further. We reserve the right, however, to take no further action.

In the event that you post or make accessible communications or other materials that infringe the copyrights of a third party, WISE shall terminate your access to the Site in accordance with WISE's copyright infringement policy as set forth below. If you believe that Forum Information remains on the Site that violates your rights, your reasonable remedy shall be against the person responsible for posting it, not against us.

In addition to the restrictions on disclosure of Personal Information as set forth in WISE's Privacy Policy, WISE will not edit, delete or disclose the contents of your personally identifiable information submitted in connection with your Forum Information or your use of the Site unless: (1) you authorize WISE to do so; (2) you yourself disclose your identity or other personal information about yourself in a Site Forum or as part of Forum Information posted to an area of the Site accessible to other users; or (3) if WISE is required to do so by law or in the good faith belief that such action is necessary to: (a) conform with applicable laws or comply with legal process served on WISE; (b) protect and defend the rights or property of WISE or another user; or (c) enforce these Terms. The foregoing notwithstanding, in the event you submit personally identifiable information as part of your use of a Site Forum, including without limitation, your email address, you understand and agree that all such personally identifiable information so submitted may be disclosed within the Site Forums to other users. Personally identifiable information submitted by you as part of your use of a Site Forum, is explicitly excluded from the WISE Privacy Policy.

By submitting any content or Forum Information to the Site, you grant us and our contractors and affiliates a royalty-free, perpetual, irrevocable, non-exclusive worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display (either publicly or by digital audio transmission) the content or Forum Information (in whole or in part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content, subject to our Privacy Policy with respect to your Personal Information (as defined in the Privacy Policy). You also warrant that the holder of any rights in such content has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above.

5. Payments

WISE membership, event registration and other fee-based services ("Pay Services") offered through the Site may require the user to pay to WISE fees for the Pay Services at the times and in the amounts specified on the Site. WISE bills you through an online account (your "Billing Account") for Pay Services. You agree to pay WISE all charges at the prices then in effect for any Pay Services ordered by you or other persons (including your agents) using your Billing Account, and you authorize WISE to charge your payment method (your "Payment Method") for such Pay Services. You agree to make payment using your selected Payment Method. If WISE does not receive payment from the provider of your Payment Method (the "Payment Method Provider"), you agree to pay all amounts due on your Billing Account upon demand. WISE reserves the right to limit the selection of, and changes to, your Payment Method Provider.

You must provide current, complete and accurate information for your Billing Account in order to receive the Pay Services ordered. You must promptly update all information to keep your Billing Account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify WISE if your payment method is canceled (for example, for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your password. IF YOU FAIL TO PROVIDE WISE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WISE MAY CONTINUE CHARGING YOU FOR ANY PAY SERVICE PROVIDED UNDER YOUR BILLING ACCOUNT, UNLESS YOU HAVE TERMINATED YOUR ACCOUNT FOR SUCH PAY SERVICE (CONFIRMED IN WRITING UPON REQUEST).

Prices for all Pay Services exclude all applicable taxes and telecommunication charges, unless expressly stated otherwise, excluding taxes based upon WISE's net income. To the extent permissible by law, you agree to be responsible for any applicable taxes and telecommunication charges, whether or not such amounts are charged to your Billing Account or Payment Method.

WISE expressly reserves the right, in its reasonable discretion, to change the pricing of Pay Services, from time to time. If you and WISE have agreed to a specific duration and price for your Pay Services, then any price change for that service will not apply to your continued use of Pay Services under that plan (provided that you do not change plans or otherwise interrupt your subscription) until the first day following the expiration of the specific term to which you and WISE have agreed. For example, if you have signed up for membership at a particular price for 12 months, then any subsequent price increase for membership will not apply to you until either your 12-month subscription expires or you choose to terminate your membership before the conclusion of the 12-month period, whichever is earlier.

If the amount to be charged to your Billing Account varies from the amount you have preauthorized, whether as a result of your selection of a new membership plan, or a change in pricing of your current plan, you have the right to receive, and WISE will provide, notice of the amount to be charged and the date of the charge prior the scheduled date of the transaction. In the event the change in the amount to be charged is attributable to a change in the pricing of your existing membership plan and you do not agree to such change, then you must cancel your membership plan and stop using

the Pay Services prior to the effective date of such change. Your continued use of the Pay Services after the effective date of such change constitutes your acceptance of and agreement to such change. Any agreement you have with the Payment Method Provider will govern your use of that Payment Method.

WISE MAY SUBMIT ALL PERIODIC CHARGES (FOR EXAMPLE, ANNUALLY IN ADVANCE) FOR THE APPLICABLE PAY SERVICE, ON SUCH ANNUAL OR OTHER PERIODIC BASIS WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (CONFIRMED IN WRITING UPON REQUEST) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WISE REASONABLY COULD ACT.

Your continued use of the Pay Services on your Billing Account reaffirms that WISE is authorized to charge your Payment Method. WISE may submit those charges for payment and you will be responsible for such charges. Those submissions will not waive WISE's right to seek payment directly from you.

ALL FEES ARE NON-REFUNDABLE, IN WHOLE OR IN PART, EVEN IF YOUR PAY SERVICE IS SUSPENDED, CANCELLED OR TRANSFERRED PRIOR TO THE END OF THE THEN-CURRENT PAY SERVICE TERM.

In the event of a charge back by your Payment Method Provider or other non-payment by you in connection with your payment of the applicable Pay Service, you acknowledge and agree that the Pay Service for which such fee has not been paid may be suspended, canceled or terminated, in WISE's reasonable discretion. WISE will reinstate any such Pay Service at its reasonable discretion, and subject to our receipt of the applicable Pay Service fee.

6. Marks

Certain product, service, or company designations for sponsors or companies other than WISE may be mentioned in the Site for identification purposes only. Such designations are often claimed as trademarks or service marks. In all instances where WISE is aware of a claim, the designation appears in initial capital or all capital letters. However, you should contact the appropriate companies for more complete information regarding such designations and their registration status.

7. Modifications To Terms

WISE may change these Terms from time to time. Your continued use of this Site following the posting of any changes to the Terms constitutes your acceptance of those changes. If you object to any provision of these Terms or any subsequent modifications to these Terms or become dissatisfied with the Site in any way, your only recourse is to immediately terminate use of the Site.

8. Termination of Site/Modifications To Site

WISE reserves the right to modify or terminate these Terms or your access to the Site (or portions of the Site), temporarily or permanently, with or without notice to you, and is

not obligated to support or update the Site. Sections 1, and 3-18 of these Terms shall survive any termination of these Terms or your right to access to the Site. You acknowledge and agree that WISE will not be liable to you or any third party in the event that WISE exercises its right to modify or terminate access to the Site (or portions of the Site). Unless explicitly stated otherwise, any new features that augment or enhance the current Site will be subject to these Terms.

9. Privacy; Passwords

WISE will treat any information it collects from you in accordance with its Privacy Policy. Certain areas of the Site may require a password, and may require the user to register and provide certain data to WISE and to WISE's contractors. WISE may refuse to offer a password to any person and may change its criteria for access to the password-protected areas of the Site at any time, in its reasonable discretion. In consideration of use of these portions of the Site, you represent and warrant that, in registering and providing such data to WISE: (a) the information about yourself is true, accurate, current, and complete as required by various WISE registration forms ("Registration Information"); and (b) you will maintain and promptly update the Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or WISE has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, WISE has the right to suspend or terminate your account and refuse any and all current or future use of the Site. All Registration Information will be treated in accordance with WISE's Privacy Policy. You are responsible for maintaining the confidentiality of your passwords, and are fully responsible for all activities that occur under your passwords, whether or not expressly authorized by you.

10. Other Sites, Content, Products and Services

The Site may provide links to web sites and access to content, products and services of third parties, including without limitation, WISE's sponsors, strategic partners and other entities with which our connection consists of only a hyperlink ("Other Sites"). You should refer to the separate terms of use, privacy policies, and other rules posted on Other Sites before you use them. WISE is not responsible for (a) the availability of, and content provided on, Other Sites, nor does inclusion of any link imply endorsement of the Other Site by WISE, or *vice versa*; (b) third party content accessible through the Site, including opinions, advice, or statements (and you understand that you bear all risks associated with the use of such content); or (c) any loss or damage of any sort you may incur from dealing with any third party. You may enter into correspondence with or participate in promotions of advertisers promoting their products or services on the Site ("Advertisers"). You acknowledge and agree that any such correspondence or participation, including the delivery of, and the payment for, goods and services and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between yourself and the Advertisers. WISE shall have no liability, obligation or responsibility whatsoever arising out of or in connection with any such correspondence, participation or transactions.

11. Advice; Disclaimer

WISE, its affiliates, associates, and other users may provide advice and/or recommendations ("Advice") through the Site. You agree that you must evaluate, and bear all risks associated with the use of any Advice, including any reliance on the accuracy, completeness, or usefulness of such information or content. In this regard, you acknowledge that you may not rely on any Advice.

You agree, in connection with any use of the Site: to release WISE and its officers, employees, directors, shareholders, and agents, from any and all claims, demands and damages, of any type and nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with use of the Advice by or on behalf of you (including without limitation disputes of any kind with any parties dispensing Advice through the Site).

IF YOU INTEND TO USE ANY ADVICE OR INFORMATION OR TO PURCHASE ANY GOODS OR SERVICES ACCESSED THROUGH THE SITE, YOU SHOULD CAREFULLY READ THE CAPITALIZED WORDS SET FORTH BELOW IN THE BELOW DISCLAIMER AND LIMITATION OF LIABILITY. ADVICE IS SUBJECT TO ALL OF ITS TERMS AND CONDITIONS, INCLUDING THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY SET FORTH BELOW.

THE SITE AND ALL CONTENT, MATERIALS, INFORMATION, PRODUCTS AND SERVICES PROVIDED ON THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WISE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND SECURITY AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WISE MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS ANY OBLIGATION, THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THE CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, ACCURATE OR APPLICABLE TO YOUR CIRCUMSTANCES; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY SERVICES OFFERED THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

12. Limitation of Liability

IN NO EVENT SHALL WISE OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO OR INABILITY TO ACCESS, OR USE OF, THE SITE OR ANY SERVICES PROVIDED IN CONNECTION WITH THE SITE, EVEN IF

SUCH PARTY WAS ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. THIS LIMITATION ON LIABILITY APPLIES TO, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY DISABLING DEVICE OR VIRUSES WHICH MAY INFECT YOUR EQUIPMENT OR SYSTEM, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, BODILY INJURY, PROPERTY DAMAGE, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. ACCORDINGLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

13. Indemnity

You agree to indemnify, defend and hold harmless WISE, its affiliates, shareholders, directors, officers, employees, contractors and agents, from any claim, demand, liability, expense, or loss, including reasonable attorneys' fees, arising out of, or in any way connected with (a) your use of or access to the Site or the Content or your linking to or emailing the Site, (b) the violation of these Terms by you, (c) the infringement by you, or any other person using your passwords or account, of any intellectual property or other right of any person or entity, or (d) your submission of any material to WISE or the Site or from any person's use of any account or password you maintain with any portion of the Site, regardless of whether such use is authorized by you.

In the event that you have a dispute with one or more users, you release WISE (and our officers, directors, agents, contractors, affiliates, parents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

14. Dispute Resolution

Any dispute arising out of or in connection with these Terms or your use of any Content or this Site or your access to or links to this Site, shall be resolved by arbitration before three neutral arbitrators administered by the American Arbitration Association in New York City, in accordance with its Commercial Arbitration Rules, as then in effect. Except for punitive damages (which may not be awarded), any provisional or equitable remedy which would be available from a court of law shall be available from the arbitrators to parties. The award of the arbitrators may be enforced in any court having jurisdiction thereof. Both parties hereby consent (a) to the non-exclusive jurisdiction of the State and Federal Courts located within New York City for any action (i) to compel arbitration, (ii) to enforce the award of the arbitrators or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies and (b) to service of process in any such action by registered mail or any other means provided by law. Some jurisdictions may provide additional rights to consumers.

15. General

If any provision of these Terms is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms will remain in effect. WISE's failure to act with respect to a breach by any person using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms will be governed by and construed in accordance with the laws of the State of New York without regard to its choice of law provisions. WISE may assign its rights and duties under these Terms without such assignment being considered a change to the Terms and without notice to you. You may not assign these Terms without the prior written consent of WISE. These Terms, the Privacy Policy, any operating rules, policies, or procedures that may be posted from time to time by WISE on the Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such subject matter. Nothing contained in these Terms will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

16. Copyright

We respect the rights of all copyright holders and, in this regard, we have adopted and implemented a policy that provides for the termination in appropriate circumstances of users who post materials on the Site that infringe the rights of copyright holders. If you believe that your work has been used or copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information required by the Digital Millennium Copyright Act, 17 U.S.C. § 512:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) 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 us to locate the material;
- (d) Information reasonably sufficient to permit us to contact the complaining party;
- (e) A statement that the complaining party has 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
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our Copyright Agent for notice of claims of copyright infringement on or regarding this Site can be reached as follows:

Attn: Elisa Padilla

Women in Sports and Events

244 Fifth Avenue

Suite #2087

New York, NY 10001

(212) 726-8282

epadilla4@hotmail.com

17. Acknowledgment

You acknowledge (a) that you have read and understood these Terms; and (b) that these Terms have the same force and effect as a signed agreement.

18. Contact Information

If you have any questions regarding these Terms or the Site, please contact WISE at info@WISEworks.org.